

PSL USE LICENCE

Introduction

This Licence permits your use of PAF®, Multiple Residence (“MR”) and Not Yet Built (“NYB”) for your Core Business from 1 April 2020 on and subject to its terms, including a right to share data with Other PSL Licensees.

1. Grant

- 1.1 Royal Mail grants you a non-transferable non-exclusive limited revocable right for the Term to use PAF®, MR and NYB (itself and in Solutions) to exercise Public Sector Use Rights.
- 1.2 Your rights to use these datasets are only those set in this Licence.
- 1.3 You must use the data in accordance with applicable law.
- 1.4 This Licence does not permit the use of any PAF, MR or NYB for Commercial Activity. In the event that you use any PAF, MR and NYB for Commercial Activity and such use is permitted under another Royal Mail standard licence agreement, then the terms of that agreement shall apply to such use.
- 1.5 This Licence grants rights of use of the data, but your access to copies of the data is governed by your Data Supply Agreement(s) which you must maintain in order to exercise the rights granted by this Licence.

2. Term

This Licence shall commence on the Effective Date and continue in force for a period of 12 months (a **Licence Term**). On the first and subsequent anniversaries of the Effective Date, this Licence shall automatically renew for a further Licence Term until terminated in accordance with clause 9.

3. Royal Mail rights

- 3.1 Royal Mail is the owner of the intellectual property rights in PAF, MR and NYB and brands and you do not acquire and are not given any rights to use those intellectual property rights other than as this Licence expressly sets out.
- 3.2 You must not remove or tamper with any intellectual property rights notice attached, or used in relation, to the datasets.

4. Changing the licence

Royal Mail may change the terms of this Licence on written notice to you if: (a) the change is necessary to comply with the law; or (b) the change is made by Royal Mail further to the terms of the PSL Agreement.

5. Data quality

- 5.1 Royal Mail does not warrant the accuracy or completeness of the datasets or that it will meet any of your requirements or those of Other PSL Licensees.
- 5.2 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.

6. Auditing and compliance

- 6.1 You must keep an accurate record of your exercise of Public Sector Use Rights and, in particular, those instances where Data is provided to a third party as permitted by this Licence (such records to include the names and addresses of such third parties, the data supplied and the date of each such supply) and shall retain it for a period of 6 years after the relevant use.

- 6.2 You grant Royal Mail and its authorised agents reasonable accompanied access upon reasonable notice, during working hours, to your premises, accounts and records relevant to this Licence for the purposes of verifying and monitoring your compliance with your obligations under this Licence (the **Audit**) and shall provide all reasonable cooperation and assistance in relation to the Audit. Royal Mail shall not carry out an Audit more than once in any 12 month period except where it reasonably suspects that you have failed to comply with any of your obligations under this Licence.
- 6.3 You must notify Royal Mail in the event of any change in your corporate or organisational status.
- 7. Confidentiality**
- 7.1 The Parties shall in relation to any Confidential Information disclosed to one of them by or on behalf of the other:
- 7.1.1 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, as permitted by this clause or as required by Disclosure Legislation (subject to this clause);
- 7.1.2 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
- 7.1.3 use the Confidential Information only for the purposes of this Licence and the PSL Agreement; and
- 7.2 The obligations contained in this clause shall not apply to any Confidential Information:
- 7.2.1 which was, is or has become lawfully available to the public otherwise than through breach of this Licence;
- 7.2.2 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
- 7.2.3 independently created or already in the possession of one Party.
- 7.3 Any Party who is required by a court or other competent jurisdiction or any other regulatory authority to disclose any Confidential Information in order to comply with any law or order of any court or regulatory authority may do so, but it shall where reasonably practicable, give the other Party not less than 7 days' notice of the disclosure.
- 7.4 Notwithstanding the foregoing provisions of this clause, Royal Mail shall be entitled to:
- 7.4.1 use, and disclose to the Authority, the Confidential Information relating to you for the purposes of:
- (a) the management and administration of the PSL Agreement; and
- (b) implementing any replacement to the PSL Agreement;
- 7.4.2 include your organisation name, registered address or principal place of business and contact details (but not any personal names), the fact that you are, and the dates during which you are, a party to this Licence, on its website and to otherwise make such details known to Solutions Providers.
- 7.5 Royal Mail acknowledges that you may receive Disclosure Requests and may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information pursuant to such a Disclosure Request.
- 7.6 Subject to clause 7.7 where you consult Royal Mail in accordance with a Disclosure Code, Royal Mail agrees to respond to any such consultation promptly and within any reasonable deadline set.

7.7 You agree to:

- 7.7.1 consult with Royal Mail to inform your decisions regarding any Royal Mail Confidential Information or any information regarding PAF, MR or NYB or the licensing of such on this Licence (**Royal Mail Information**) where any Royal Mail Information is the subject of a Disclosure Request to you;
- 7.7.2 notify Royal Mail as soon as reasonably practicable of your receipt of any such Disclosure Request; and
- 7.7.3 in the event that you determine that any Royal Mail Information should be disclosed in response to a Disclosure Request, to notify Royal Mail of such determination not less than 10 Working Days in advance of the proposed date of such disclosure.

8. Liability

- 8.1 Nothing in this Licence limits either Party's liability for personal injury or death caused by negligence or for fraud, or for breaches of clause 7.
- 8.2 Subject to clause 8.5, there is no limit on your liability for losses Royal Mail incurs arising out of a breach of clause 3 or any infringement of Royal Mail's intellectual property rights.
- 8.3 Except as set out in clause 8.1 neither Party is liable to the other for any:
 - 8.3.1 loss of profit, revenue, use of an asset, productivity, reputation, or data (whether any of those are direct or indirect losses); or
 - 8.3.2 indirect or consequential losses.
- 8.4 Subject to clauses 8.1, 8.2 and 8.3, the total liability of either Party for all claims arising in relation to this Licence shall in no event exceed £10,000 per Licence Term.
- 8.5 Your total liability in a Licence Term for losses suffered by Royal Mail arising out of your breach of clause 1 will be the amount of licence fees that normally would be payable under Royal Mail's standard licence agreements, as deemed appropriate by Royal Mail. If such use is not covered by any of Royal Mail's standard licence agreements, then clause 8.2 shall apply in respect of your liability for such use.
- 8.6 Subject to clause 8.1, Royal Mail is not liable in any way in respect of any Data or Solutions provided by any Solutions Provider or other third party to you. Even if any Solutions provided to you by any Solutions Provider or other third party are designated as Royal Mail approved, Royal Mail does not in any way warrant that such Solutions have been tested for use by you or any third party or that such Solutions will be suitable for or be capable of being used by any party.
- 8.7 Royal Mail shall not be obliged in any circumstances under this Licence to provide any Data or any Solutions direct to you and (subject to clause 8.1) is not liable in any way for any loss or damage incurred by you in relation to the supply of Data to you.

9. Ending the licence

- 9.1 Royal Mail may terminate this Licence immediately on giving you notice if:
 - 9.1.1 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
 - 9.1.2 you become Insolvent; or
 - 9.1.3 you cease being an Eligible PSL Licensee, or the Authority so notifying Royal Mail; or

- 9.1.4 you are not a party to a valid and current Data Supply Agreement.
- 9.2 In the event that the PSL Agreement expires, this Licence will terminate automatically with effect from the end of the then current Licence Term.
- 9.3 You may terminate this Licence on 20 Working Days' written notice to Royal Mail.
10. **After the end of the licence**
- 10.1 Termination of this Licence does not affect any rights to enforce this Licence which have already arisen.
- 10.2 The provisions of clauses 7, 8, 10, 12 and 13 remain in force between you and Royal Mail after termination of this Licence.
- 10.3 With effect from the End Date:
- 10.3.1 the licence given under clause 1 ceases and you have no right to use Data except as this clause permits; and
- 10.3.2 unless you are expressly permitted otherwise further to another agreement, within 12 months of the End Date you must destroy all copies of Data that you hold and certify to Royal Mail that this has been done.
- 10.4 You may retain one copy of Data for archive purposes to be used only for the purposes of review of your compliance with this Licence, satisfaction of legal or regulatory requirements, or legal proceedings.
11. **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.
12. **Transfer, rights and obligations of third parties**
- 12.1 You may not assign your rights under this Licence to any person.
- 12.2 You may only sub-license Data use in accordance with the terms of this Licence.
13. **General matters**
- 13.1 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, MR and NYB.
- 13.2 Royal Mail may notify you of communications required to be given further to this Licence using the 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 Licensing Centre.
- 13.3 Except as set out in clause 13.2, notices 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 PSL Registration or, in Royal Mail's case, on the PAF® Licensing Centre. If the notice is sent by a postal delivery service providing a written record of sending and delivery, the notice will be deemed to have been delivered on the date indicated in the record.

- 13.4 This Licence sets out the only terms on which you may use the 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 the Data for such purposes. You acknowledge that when you entered this Licence you did not rely on any statements or promises in relation to the Data which are not contained or specifically referred to in this Licence.
- 13.5 This Licence does not confer any benefits on any persons other than Royal Mail and you.
- 13.6 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.

14. **Definitions and interpretation**

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

address	refers to an address to which mail is delivered
Authority	the "Authority" as defined in a PSL Agreement
Commercial Activity	any activity which is carried on with a view to Financial Gain
Confidential Information	information of a confidential nature in whatever form and whether or not marked as confidential, relating to the business of a Party
Core Business	your performance of your functions, but excluding Commercial Activity
Created Data	data created as a result of Data Creation
Data Creation	the use of PAF, MR or NYB or any data which is part of it, to create a new address record (or records) in a new (or existing) database
Data Sharing	use of PAF, MR or NYB in accordance with paragraph 4 of the Schedule
Data Supply Agreement	an agreement between you and either Royal Mail or a Solutions Provider for the supply of PAF, MR or NYB.
Database Cleansing	the processing using the data of a database in existence prior to such processing which does not involve Data Creation (and Cleansed shall be read accordingly)
Digital Map	a map in digital or electronic form which is or has been developed, created, modified or enhanced by the data or any part of the data
Disclosure Code	means applicable guidance or codes of practice under Disclosure Legislation as to the performance by the Authority of its obligations thereunder
Disclosure Legislation	as applicable, the Freedom of Information Act 2000, the Freedom of Information (Scotland) Act 2002, the Environmental Information Regulations 2004, the Environmental Information (Scotland) Regulations 2004, or any other Law requiring you to disclose Confidential Information of Royal Mail

Disclosure Requests	requests for information relating to this Licence made under Disclosure Legislation
Effective Date	1 April 2020
Eligible PSL Licensee	a person eligible to be offered this Licence by Royal Mail, as agreed between Royal Mail and an Authority
Emergency Service	any person other than you involved in responding immediately to an Emergency Situation
Emergency Situation	unforeseen acts or events beyond your reasonable control requiring you to respond urgently, including but not limited to any of the following: war; acts of god (including but not limited to fire, flood, earthquake, windstorm or other natural disaster); terrorist attacks; civil war; civil commotion; nuclear, chemical or biological contamination; interruption of utilities; and fire, explosion or accidental damage
Emergency Use	use of PAF, MR or NYB in accordance with paragraph 7 of the Schedule
End Date	the date of termination or expiry of this Licence further to its terms
Financial Gain	revenue or credit (of whatever nature whether monetary or not) (but not including Statutory Charges) received in return for the provision of goods and services in excess of the incremental cost of their provision or making available
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 Term	as defined in clause 2
Multiple Residence	means Royal Mail's database, or any part of it, known as 'Multiple Residence'
Not Yet Built	means Royal Mail's database, or any part of it, known as 'Not Yet Built'
Online Access	use of an Online Service in accordance with paragraph 5 of the Schedule
Online Service	a service provided online or by remote access by you for the delivery of your Core Business and available to users of or enquiries relating to such Core Business generally, with or without the use of access authorisation methods
Online Service User	any person accessing an Online Service

Other PSL Licensee	a person (other than you) being an Eligible PSL Licensee who is bound by a licence from Royal Mail on the terms of this Licence in relation to its use of the Data
PAF®	Royal Mail's database known as PAF®, including the database known as the "Alias File".
Licensing Centre	the Royal Mail website providing a portal for PSL Registration
Party	either Royal Mail or you (and Parties shall be read accordingly)
PSL Agreement	an agreement further to which you are eligible for this Licence, being Royal Mail's 'Public Sector Licence Agreement' with the Minister for the Cabinet Office for the Crown (acting through the Geospatial Commission) or, as the case may be, the Scottish Ministers.
PSL Registration	refers to the information regarding your application for a licence of PAF, MR or NYB on the terms of this Licence made through Royal Mail's online sign-up process
Public Sector Use Rights	use of PAF, MR or NYB in accordance with the Schedule
Royal Mail	Royal Mail Group Limited
Solution	a product or service or other solution which benefits from or includes PAF, MR or NYB (including the provision of the Data itself), in whatever form, however produced or distributed and whether or not including other functionality, services, software or data.
Solutions Provider	a legal entity that has entered into a Solutions Provider Agreement
Solutions Provider Agreement	an agreement entered into by a legal entity with Royal Mail or a duly authorised licensee or sub-licensee of Royal Mail for the licensing of PAF, MR or NYB from Royal Mail and the licensing of Solutions to third parties and known as a 'Solutions Provider – Data Licence Agreement' (or in the case of sub-licensees a 'Third Party Solutions Provider Agreement' as defined in that agreement), or such agreements as may generally replace it and issued generally by Royal Mail to its customers
Solutions Provider End- User Agreement	an agreement entered into by a legal entity with a Licensee for the use of PAF, MR or NYB, pursuant to a Licence and as defined therein as an "End-User Agreement" or other terms to which their use of the Data is subject
Statutory Charges	charges a person is expressly permitted to make further to applicable law
Substantially All Database	a database which on its own or as part of a related or connected 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 and effect according to its terms

Working Day any day which is not a Saturday, Sunday or public holiday in any part of the United Kingdom

You the licensee entity specified in the PSL Registration (and **your** shall be read accordingly)

14.2 In this Licence 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 (including Crown bodies).

14.3 This Licence does not affect the operation of any Data Supply Agreement or Solutions Provider End-User Agreement.

SCHEDULE
PUBLIC SECTOR USE RIGHTS

1. Permitted use of Solutions

You may freely use Solutions to deliver or support delivery of your Core Business in accordance with this Schedule.

Specific use conditions

2. Database Cleansing

You may only provide access to Cleansed databases to third parties where:

- (a) such supply is not related to a service comprising the Database Cleansing of a third party's database and the supply of the resulting Cleansed third party's database back to them
- (b) 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 Core Business and is not carried on as a business in its own right, and
 - (iii) the provision includes a prominent notice that the relevant Cleansed database has been cleansed against the Data

3. Data Creation

You may use the Data for Data Creation but Created Data (except as permitted by this Licence) may not be supplied or any access to it provided to any third party.

4. Data Sharing

- (a) Data Sharing is the provision and receipt of the Data and Created Data to and from Other PSL Licensees.
- (b) You may carry out Data Sharing provided that:
 - (i) you obtain written confirmation from the Other PSL Licensees that they are bound by this Licence in respect of their use of the Data;
 - (ii) your use of the Data received from Other PSL Licensees is governed by this Licence;
 - (iii) the provision of the Data to Other PSL Licensees is for the delivery or the support of the delivery of your Core Business; and
 - (iv) Data Sharing ceases in the event that the Other PSL Licensee ceases to be bound by a licence on the terms of this Licence.
- (c) Your rights in this paragraph permit the provision and receipt to and from Other PSL Licensees of Digital Maps.

5. Online Access

- (a) Online Access permits the use of the Data and Created Data in the course of your Core Business for the identification of addresses or confirmation of address details by third parties.

- (b) You may carry out Online Access only through your Online Service.
- (c) Online Access is only permitted in relation to the use, or enquiries regarding the use, of your provision of goods or services in the course of your Core Business.
- (d) No single use of PAF, MR or NYB by way of Online Access may communicate to an Online Service User information relating to more than 100 address records.

6. Digital Maps

- (a) You may make a Digital Map available on your own website provided that it is made available (including in respect of any right to print or download copies) only for personal non-commercial use by website users.
- (b) Your rights in this paragraph in relation to Digital Maps extend to Created Data within such Digital Maps.

7. Emergency Use

- (a) Emergency Use is use of the Data by an Emergency Service solely:
 - (i) for its own internal use; or
 - (ii) by way of the making available of a Digital Map as permitted by paragraph 6, to enable it to promptly and appropriately respond to and deal with an Emergency Situation and under no circumstances shall such use include any Commercial Activity.
- (b) In Emergency Situations, you may provide the Data to or permit access to the Data by Emergency Services who are not otherwise licensed to access or use the same, to the extent only and for the purposes only of Emergency Use and only for a period of 90 days or such longer period as is agreed in writing with Royal Mail (such agreement not to be unreasonably withheld or delayed).
- (c) Where you have provided the Data to Emergency Services for Emergency Use, you shall within 60 days of such provision, provide Royal Mail with:
 - (i) a description of the precise Data that has been provided (including area of coverage);
 - (ii) the full correct name, address and contact details of the recipient Emergency Service;
 - (iii) the date on which the Data was provided to the recipient Emergency Service; and
 - (iv) a description of the particular Emergency Situation and the particular purpose for which the Emergency Use was required.
- (d) Unless the relevant Emergency Service has entered into appropriate licence terms applicable to such Data with Royal Mail or an appropriately authorised licensee of Royal Mail, you shall use reasonable endeavours to assist Royal Mail in procuring that an Emergency Service that has been provided with or given access to any Data for a period pursuant to this Schedule shall at the end of that period destroy all copies of the Data, to the extent that it is possible to do so.
- (e) Your rights in this paragraph extend to Created Data.

General use conditions

8. Copying and communication restrictions

- (a) You may not make copies of the Data except as permitted by this Licence or

reasonably necessary for back-up, security, business continuity and system testing purposes.

- (b) You may not permit access to, display or communicate to the public any Solutions, except as permitted by this Licence.
- (c) Except as expressly permitted by this Licence, you may 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 the Data, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or
 - (iii) copy, reproduce, extract, reuse or publish Solutions or any of them.

9. Subcontracting

You may provide PAF, MR or NYB 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 the purpose of your Core Business only and provided that each such subcontractor agrees to observe the restrictions on use of the Data contained in this Licence (any breach of which you shall be jointly and severally liable for with that subcontractor) and that you procure that Royal Mail has rights to enforce directly the terms of the agreement between you and the Contractor pursuant to the Contracts (Rights of Third Parties) Act 1999.