

## Promap<sup>®</sup> Report:

### Licence and Supplementary Information:

#### Order Details:

**Order Number:**

32066247\_1\_1

**Customer Reference:**

SJ Historical Maps

**National Grid Reference:**

440830

552710

**Site Area (Ha):**

100.21

**Site Details:**

Site at 440827,552706

#### Client Details:

Mr G Martin

Landmark Tech Support

The Smith Centre

Fairmile

Henley on Thames

RG9 6AB

Report Section	Page Number
Historical Mapping	1

**Licence Information**

The data and/or mapping content listed within this Licence and Metadata Report is licensed for 12 months unless terminated by either party in accordance with our Terms and Conditions. The data and/or mapping content is for use solely on the project as detailed on the front page of this report and in accordance with our Terms and Conditions. The licence will take effect on the date that you indicated acceptance of the Terms and Conditions by placing your order. Promap will notify you when you log-in of any export licences which have expired within the previous 7 days, providing you with the opportunity to delete your data or buy a new set of data and/or mapping.

**Copyright Notice**

© Prodat Systems Plc 2010.2010 The Copyright on the information and data and its format as contained in this Report is the property of Promap ("Promap") and several other Data Providers, including (but not limited to) Ordnance Survey, British Geological Survey, the Environment Agency and Natural England, and must not be reproduced in whole or in part by photocopying or any other method. The Report is supplied under Promaps Terms and Conditions accepted by the Customer.

A copy of Promaps Terms and Conditions can be found with the Index Map for this report.

Additional copies of the Report may be obtained from Promap, subject to Promaps charges in force from time to time. The Copyright, design rights and any other intellectual rights shall remain the exclusive property of Promap and /or other Data providers, whose Copyright material has been included in this Report.

All data is supplied in British National Grid (datum OSGB1936).

Report Version v47.0

**1:1250 Historical Mapping**

This dataset comprises Ordnance Survey 1:1250 scale post-war National Grid A, B, C and D edition mapping.

A joint venture between Ordnance Survey and Landmark Information Group Ltd created this Historical Mapping data in digital form by scanning the original paper maps from the Ordnance Survey archive. Each paper map was scanned to produce raster images which have been de-skewed as much as possible to align the maps north and south.

A number of factors affect the quality of the scanned image, for example ingrained dust on the maps. The paper of some maps has become slightly distorted, affecting the overall geometry of the map. As a result, these maps are not perfect rectangles and once de-skewed there may be some loss of data and a less than perfect join when the digital images are lined up. However this only occurs in a small number of the maps scanned.

Historical Mapping data is available for different time periods and the exact published dates of the various map editions vary depending on the location.

The 1:1250 scale mapping covers a time period dating from approximately 1945 to 1996. These maps were not produced for all areas of the country and cover mainly built-up areas.

**1:2500 Historical Mapping**

This dataset comprises Ordnance Survey 1:2500 scale pre-war County Series mapping and 1:2500 scale post-war National Grid A, B, C and D edition mapping.

A joint venture between Ordnance Survey and Landmark Information Group Ltd created this Historical Mapping data in digital form by scanning the original paper maps from the Ordnance Survey archive. Each paper map was scanned to produce raster images which have been de-skewed as much as possible to align the maps north and south.

A number of factors affect the quality of the scanned image, for example ingrained dust on the maps. The paper of some maps has become slightly distorted, affecting the overall geometry of the map. As a result, these maps are not perfect rectangles and once de-skewed there may be some loss of data and a less than perfect join when the digital images are lined up. However this only occurs in a small number of the maps scanned.

Historical Mapping data is available for different time periods and the exact published dates of the various map editions vary depending on the location.

The 1:2500 scale mapping covers a time period dating from approximately 1850 to 1996. It should be noted that not all editions were produced for all areas of the county.

# PROMAP DATA EXPORT LICENCE

## Definitions:

In this licence, the following terms have the following meanings:

"**Licensee**" or "**you**" shall mean the person, company, firm or other legal body placing an order for the Products;  
"**Consumer**" shall mean any user of the Data other than an End User;  
"**Data**" means any data or information more particularly specified in your order;  
"**Data Originator**" means all or any of Prodat, Landmark, Ordnance Survey, Intermap Technologies Inc. and suppliers or licensors of software or data from time to time comprised in the Product;  
"**End User**" shall mean the user of the Data in accordance with the provisions of clause 3a;  
"**Landmark**" shall mean Landmark Information Group Limited, of 7 Abbey Court, Eagle Way, Sowton, Exeter, EX2 7HY registered in England under no. 2892803;  
"**Plot**" shall mean the site(s) or location(s) that is the subject of the Data; and  
"**Prodat**" means Prodat Systems Plc, of 7 Abbey Court, Eagle Way, Sowton Exeter Devon EX2 7HY registered in England under no. 2849560.

## 1. Extent of Export

Prodat hereby licenses the Licensee to use the Data in accordance with the terms of this licence, for the duration of the licence as set out at clause 2 below. Prodat reserves the right to alter the terms of this licence including without limitation the Licence Fees (as defined below) or the Data, including withdrawal of any Data at any time prior to receipt of an order for Data. Prodat shall endeavour to give notice of any such modification, but the Licensee acknowledges such changes may be required by Prodat's data suppliers and Prodat shall therefore be entitled to implement such change forthwith without notice and the continued use of the Data or placing of further orders for the Data shall be deemed acceptance by the Licensee of such variations.

## 2. Period of Licence

- The licence will take effect on the date that you indicate acceptance of the terms and conditions by ticking the checkbox (the 'effective date').
- Unless either party terminates the licence, as allowed within its terms, the licence will continue in force for a period of twelve (12) months from the effective date. Following the expiry of this period the licence shall automatically terminate forthwith and the provisions of clause 4b shall apply.

## 3. Licence

- During the period of this licence (and subject to its other terms and conditions) you, if you are an End User, may use the Data as a tool in day-to-day activities associated with running your organisation (but always excluding use by any associated, subsidiary, holding or affiliated organisations). This includes use:
  - within your organisation;
  - in reports and submissions by you while carrying out your internal business activities;
  - in reports and submissions by you to any person for whom you act in a professional capacity in relation to the Plot;
  - on an internal network provided it is not accessible by any person outside your organisation;
  - for publishing for display and promotion purposes, which means where the Data is published as a background to display information specific to your activities, or is published to promote public or commercial services, provided that there is no financial gain; and
  - by your contractors and agents when undertaking any of the above activities for you, provided that you will still be responsible to Prodat or the Data Originator as applicable for the acts and omissions of the contractor and agent, and that, at the end of the contractor's or agent's use of the Data the contractor or agent returns the Data to you and destroys all copies.

If you are ordering Data as a Consumer rather than an End User, the above provisions do not apply and you shall only be entitled to use the Data for your personal non-commercial purposes and shall make no other use of the Data whatsoever. You may not delete any Data Originator's intellectual property protection notices (including without limitation copyright notices or trade marks) from the Data. The Product shall only be used strictly in accordance with this licence and not for any other purpose; nor shall any use of the Data be made that would or might be deemed to be disparaging to the Data Originators or any of them. The further restrictions as set out in the Annex hereto shall apply to every Licensee's use of the Data whether as a Consumer or as an End User. Any failure to comply with these conditions shall entitle Prodat to terminate the licence forthwith, without further notice to the Licensee, and no refunds shall be paid of any Licence Fee (as defined below).

- All other uses of the Data are prohibited. If you wish to use the Data in a manner which is not authorized by the licence, then you must contact Prodat to seek the necessary consents or licenses (which may include further licenses from the Data Originators), for which there may be additional charges.
- You undertake to supervise and control all use of the Data and to ensure that employees and agents who use the Data where applicable are notified of the terms of this licence prior to using the same, and agree to comply with the terms as if they were the contracting party. You shall indemnify Prodat or the Data Originators for any breach of the obligations under this licence by you or anyone given access to the Data by or on your behalf.
- The Licensee acknowledges that all intellectual property rights in the Data are and shall continue to be owned or licensed to Prodat or the other Data Originators and nothing in this licence shall transfer, assign or grant any rights to the Licensee (save for the licence as set out above).
- The Licensee and any party to whom the Licensee provides access to the Data agrees (and the Licensee shall indemnify Prodat from any breach by any third party to whom it discloses the Data) that they will treat as strictly private and confidential the Data and all information which they obtain from the Data. Such requirement shall include an obligation to maintain adequate security measures to safeguard the Data from unauthorized access, use or copying.

## 4. Termination

- At any time, whether during the licence period or otherwise Prodat may terminate this licence with immediate effect by giving written notice to the Licensee:
  - if the Licensee is in breach of this licence and (if such breach is capable of remedy) fails to remedy the breach within 30 days of being required in writing by Prodat; or
  - if the Licensee shall have a receiver or administrative receiver appointed over it or any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into a voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business or shall be presented with a bankruptcy petition.
- Upon termination or expiry of this licence for whatever reason the Licensee will:
  - immediately cease to use the Data;
  - erase all Data from all media on which it is stored;
  - purge the Data from all units; and
  - within 30 days destroy all back-up or archived copies of the Data.

- The Data Originators may wish to verify that the Licensee has complied with its obligations under clause 4b. The Licensee agrees to give the Data Originators during the period of 90 days following expiry or termination of this licence full and free access to such premises and equipment over which the Licensee has custody, ownership, power or control during normal business hours so as to enable any Data Originator to verify compliance with clause 4b. If the Data Originator discovers that the Licensee has not complied with its obligations under clause 4b, the Data Originator shall be entitled to charge the Licensee a corresponding proportion of the then current annual Licence Fee (as defined below).
- For the avoidance of doubt, any Data Originator shall be entitled to enforce any term of this licence at any time during the term or following termination as if it were a party hereto.

## 5. Payments

- The Licensee shall pay in advance to Prodat the licence fee for the Data, in accordance with Prodat's published price list as amended from time to time (and as available on request or from Prodat's website) ("the Licence Fee") Prodat shall not be required to notify the Licensee in advance of any amendment to the Licence Fee and the placing of any further order for Data shall be deemed acceptance of the revised price Licence Fee. VAT shall be due in addition to any Licence Fee.
- Prodat reserves the right to charge interest on any payment that is late at the rate of 3% above the base rate of NatWest Bank plc for the time being from the date on which payment is due until the date Prodat receives payment in cleared funds.

## 6. Liability

- Prodat shall use all reasonable skill and care in providing the Data to the Licensee, however, it is provided on the express basis that the Data is derived from third party sources and Prodat does not warrant the accuracy or completeness of any information or Data provided. Such Data is provided specifically from the sources as described by Prodat and Prodat does not claim that these represent an exhaustive or comprehensive list of all sources that might be consulted.
- If the Licensee becomes aware of any defect in the Data it should notify Prodat within 7 days of the delivery date. If Prodat is satisfied that there is a defect in the Data, it shall remedy that defect by updating the Data in accordance with its normal production schedule, or by notifying the Data Originators accordingly. This will be the Licensee's sole and exclusive remedy and Prodat's sole and exclusive liability for such defects.
- Prodat provides warranties and accepts liability only to the extent set out in this clause 6. Nothing in this licence excludes or limits either party's liability for death or personal injury caused by that party's negligence or wilful default and the remainder of this clause 6 is subject to this provision. As most of the Data is provided to Prodat by others, Prodat cannot control its accuracy or completeness nor is it within the scope of Prodat's services to check the information on the ground, accordingly Prodat shall only be liable for loss or damage caused by its negligence or wilful default and neither Prodat nor any Data Originator shall in any other circumstances be liable for any inaccuracies, omissions or faults nor shall Prodat have any liability if the Data is used otherwise that strictly in accordance with this licence.
- Save as precluded by law and as set out in clause 6c, Prodat shall not be liable for any indirect or consequential loss, damage or expenses including without limitation loss of profits, loss of goodwill or business howsoever arising. Prodat's total liability in contract or tort including negligence or breach of statutory duty shall not exceed an aggregate amount of £350,000. Prodat shall not be liable for any defect that is not notified within 6 months of the date of the issue becoming apparent.
- The Licensee shall have no claim or recourse against any Data Originator (other than Prodat), nor shall it hold Prodat responsible for the selection or retention of Data or the acts or omissions of any such Data Originators. Prodat does not warrant that the supply of Data will be uninterrupted or error free or provide any particular facilities or functions or that the Data will always be complete, accurate, precise, free from defects, software viruses, be free of error from computer malfunction, inaccurate processing or corruption of Data whilst geo-coding, processing by computer or electronic means or in the course of transmission or similar although Prodat will use reasonable endeavours to correct any such issues within a reasonable period of them becoming known (which may be limited to notifying the relevant Data Originator). Time shall not be of the essence in providing the Data.
- If the Licensee is a 'consumer' as defined in the Consumer Transactions (Restrictions on Statements) Order 1976, this licence does not affect the Licensee's statutory rights.
- It is the Licensee's responsibility to ensure that the Data ordered is suitable for the intended purpose. Neither Prodat nor the Data Originators will be liable to the Licensee or any other party for any loss, damage, inconvenience or expense resulting from the use of, or reliance upon, the Data. All representations, warranties, guarantees and conditions (whether express or implied, by statute, Common Law, collateral or otherwise) as to fitness for any particular purpose, satisfactory quality or otherwise are expressly excluded to the fullest extent permitted by law.
- Where any provision of this licence requires the Licensee to be appropriately authorized by the Data Originators, it shall be the sole responsibility of the Licensee to obtain such licenses or consents, and the Licensee shall indemnify Prodat against any failure to do so, or any liability incurred by Prodat as a result of the Licensee failing to observe such requirements or obtain the appropriate authorizations.

## 7. Observance of conditions

The Data Originators shall be entitled through an authorized representative on giving reasonable notice to the Licensee to enter the Licensee's premises during normal business hours to check that the Licensee is observing the terms of this licence and carry out any appropriate audit and the Licensee hereby authorizes entry to its premises by an authorized representative of any Data Originator for the purposes of this clause. Prodat shall be entitled to provide Licensee's details to any Data Originator on request and any such Data Originator shall be entitled on reasonable notice and during normal business hours to contact the Licensee to ascertain compliance with the obligations of this licence.

## 8. Assignment

- Prodat shall be entitled to assign or transfer this licence as it shall think fit.
- The licence granted to the Licensee is personal to the Licensee. The Licensee shall not assign, transfer, sub-licence or otherwise deal with any of its rights and obligations under this licence without the prior written consent of Prodat.

## 9. Events beyond our control

Neither party to this licence shall be liable for any delay or failure to perform their obligations caused by any circumstance beyond their control, and such party shall be entitled to a reasonable extension of time for the performance of such obligation.

## 10. Governing Law

This licence shall be governed by English Law and subject to the jurisdiction of the English courts. If any dispute arises out of or in connection with these terms ("Dispute")

the parties undertake that prior to commencement of court proceedings they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both parties with the assistance of the Centre for Dispute Resolution, such procedure to be commenced by the service of written notice by one party to the other. If the Dispute has not been resolved to the mutual satisfaction of the parties within 60 days (or such other period as they shall agree) of initiation of the procedure or if either party refuses to participate, then either party may refer the Dispute to the courts.

#### 11. General

- a. This licence together with the Prodat price list, any relevant website terms and the Prodat privacy policy (as set out on the website) sets out the whole agreement relating to the supply of Data. No prior stipulation, agreement, promotional material or statement whether written or oral shall operate as a variation of this licence nor any amendment or other terms provided by any customer operate to vary or replace this licence.
- b. If any provision of this licence is found by either a court or other competent authority to be void, invalid, illegal, or unenforceable, that provision shall be deemed to be deleted from this licence and never to have formed part of the licence and the remaining provisions shall continue in full force and effect.
- c. No waiver or delay on Prodat's, or any Data Originator's, part in exercising any right, power or provision hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or provision hereunder preclude the exercise of that or any other right, power or provision.
- d. Prodat's privacy policy as displayed on its website and updated from time to time governs the use that is shall make of any information provided by the Licensee.
- e. A person who is not a party to any contract made pursuant to these terms shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of such contract and Prodat shall not be liable to any such third party in respect of the Products, save that any Data Originator may enforce any of these terms and conditions against a Licensee in accordance with the Contracts (Rights of Third Parties) Act 1999.

#### 12. ANNEX: SUPPLEMENTAL CONDITIONS OF USE

- a. The NEXTMAP® Britain components of the Data may not be used to create or distribute flood maps, flood hazard maps, flood insurance rate maps, flood models or any map, image or representation of flood modeling or risk in any manner
- b. The correct copyright acknowledgement to the Data Originator must be shown in the following form :  
**"Reproduced from Ordnance Survey Data © Crown Copyright [insert year] All rights reserved."**
- c. A brief statement of the purpose of the publication must be shown.
- d. Insert the year of supply of the Data.
- e. The Data must not be published on its own without some additional text overlaid.
- f. The Data may not be published in vector form.
- g. The Data must be stored locally and securely encrypted.
- h. No manipulation of the Data may be made by screen capture, plotting, storage or otherwise.
- i. No onward transmission, transfer, sub-license, copy, use, marketing, distribution, merger, alteration or addition to, resale, assignment or otherwise shall be made of the Data unless the Licensee is appropriately authorized by the Data Originators.
- j. No geo-referencing or viewing of individual grid references.
- k. No extraction of the features from a single source unless an equal number of features of different provenance are extracted.
- l. Composite images using the Plots may be compiled (where available), subject to a maximum overall limit on the area of mapping of:
  - i. 25km<sup>2</sup> in respect of 1:10,000 scale raster Data; and
  - ii. 5km<sup>2</sup> in respect of all other Data.