

QAS LIMITED

LICENCE TERMS AND CONDITIONS FOR USE OF THE LEA POSTCODE DATA

1. DEFINITIONS

"**the Data**" shall mean the Postcode LEA look up file, current as at 1st April 1998 and any amendments or updates thereto

"**the Data Provider**" means the Director and Registrar General of the Office for National Statistics, 1 Drummond Gate, London SW1V 2QQ

"**Deliverables**" means the Data included as part of the QuickAddress DataPlus product of QAS

"**the Licensee**" means the Customer named in the QAS Order Confirmation Form delivered with this Licence Pack

Words and expressions defined in the QAS Licence Terms and Conditions (contained in this Licence Pack) shall bear the same meaning herein and shall be incorporated herein by reference

2. LICENCE GRANT AND RESTRICTIONS

- 2.1 The Licensee is granted a non exclusive licence ("**the Licence**") to use the Data as part of the Deliverables for the Licensee's internal use only.
- 2.2 The Licence hereby granted to the Licensee does not include any express or implied right to sub-licence the Data
- 2.3 The Licensee shall not remove any proprietary notices of the Data Provider placed in or on the Data or on any media on which the Data is supplied
- 2.4 The Licensee may create a limited number of additional copies of the Data and the Deliverables for backup and archival purposes only
- 2.5 During the term of this Licence the Licensee may merge elements of the Data with other of the Licensee's databases but as so merged the elements shall nevertheless remain subject to these terms and conditions
- 2.6 The Licensee hereby acknowledges that no warranty as to the accuracy of the Data is provided by either of the Data Provider or QAS however the Data Provider will take reasonable steps to correct any identified errors.
- 2.7 The Licensee hereby acknowledges that no advertising material shall refer to the Data Provider without the prior written approval of the Data Provider (which shall not be unreasonably withheld). In cases where such approval is required, QAS and the Licensee shall cooperate together in applying for such approval from the Data Provider

3. PAYMENT

- 3.1 In consideration of the licence hereby granted, the Licensee agrees to pay the standard fees of QAS for supply and renewal of the Data as advised by QAS to the Licensee from time to time
- 3.2 The Licensee hereby acknowledges that the standard fees of QAS for supply and renewal of the Data do not include any charge in respect of the intellectual property rights of the names of the Local Education Authorities (which are in the public domain)

4. COPYRIGHT

- 4.1 Copyright in the unit postcode is, and shall remain, the property of the Royal Mail and copyright in the remaining data which forms part of the Data is, and shall remain, the property of the Crown.

- 4.2 The Data Provider reserves the use of the Data, other than the unit postcodes, by all Government Departments and any person authorised by the Data Provider and for the observance of international treaty obligations.
- 4.3 An acknowledgement of Crown Copyright in the Data in the form set out below shall be prominently displayed by the Licensee on any business literature relating to the Data and on any material which is the product of use of the Data together with a statement that no responsibility for the accuracy or comprehensiveness of the Data is accepted by the Data Provider

C Crown Copyright 1998.

- 4.4 The Licensee shall report to QAS any infringements of copyright which come to the attention of the Licensee. QAS shall thereupon request the Data Provider to take any necessary infringement action to remedy the matter.

5.DATA PROTECTION ACT

It is the responsibility of the Licensee to ensure that it is appropriately registered under the Data Protection Act in respect of its proposed use of the Data and the Deliverables and all information concerning the same

6.CONFIDENTIALITY

The Licensee acknowledges that the Data and the Deliverables and all information concerning the same constitute confidential information. The Licensee agrees to hold all such information in trust and to disclose such information only in accordance with the provisions of these terms and conditions. The provisions of this clause 6 shall survive termination of the licence constituted by these terms and conditions.

7.INSPECTION RIGHTS

The Licensee shall at all reasonable times grant an accredited representative of either QAS or the Data Provider facilities for checking the observance of these terms and conditions

8.TERMINATION

The licence constituted by these terms and conditions may be terminated by either party in the manner set out in the QAS Licence Terms and Conditions

9.EFFECT OF TERMINATION

Upon termination of the licence constituted by these terms and conditions, the Licensee shall destroy or return all copies of the Data or of the Deliverables in its possession or under its control and shall give QAS written notice certifying that it has complied with the provisions in this Clause 9.

10.GENERAL TERMS

All the provisions of the QAS Licence Terms and Conditions shall apply to the Licence constituted by these terms and conditions mutatis mutandis as if set out herein in full save to the extent that any of them conflict with the express terms set out herein in which case the express terms set out herein shall prevail.