

PinPoint Information Products Limited

Third party terms and conditions – third party datasets

These terms and conditions are specific to third party datasets ("**Third Party Terms**") that are provided to you or that are used by PinPoint to provide services and Content to you. By Ordering such Data, content, or services, you also agree to accept these Third-Party Terms to the extent that they apply.

Not all these Third-Party Terms will apply to your Order. Only those Third-Party Terms that are relevant to the third-party datasets comprised in the Data provided to you or that are used to provide services and Content to you will apply. In addition, if the nature and scope of the permitted use of Data, services or content as stated in your Order and the relevant PinPoint Terms are inconsistent with the nature and scope of permitted use under the Third-Party Terms, then the terms of your Order and the PinPoint Terms that govern the permitted use shall prevail. Subject to the foregoing, in all other respects if there is any inconsistency between these Third-Party Terms and the PinPoint Terms, then these Third-Party Terms prevail.

I Definitions

I.1 In these Third-Party Terms, the following terms have the following meanings:

"**Business Use**" has the meaning given in the PinPoint Terms.

"**Contractor**" means any contractor engaged by you or tendering to provide goods or services to you in connection with the Data;

"**Content**" means any data, computing and information services and software, and other content and documentation or support materials and updates included in and/or supplied by PinPoint and shall include both material developed by or on behalf of PinPoint and or any Data Originator;

"**Data**" means any data or information more particularly specified in your Order;

"**Data Originator**" means any third party provider of data that is comprised in the Data or that is used to provide Content or services to you and which may include all or any of, Ordnance Survey, , the Natural Environment Research Council (British Geological Survey), The Coal Authority, PinPoint Chancel Ltd and/or PinPoint Coal Ltd;

"**End User**" means any third party with whom you are permitted to share the Data under the PinPoint Terms and which may include your employees or those of a Contractor (to the extent that you are permitted to sub-license use of Data to Contractors in accordance with the relevant PinPoint Terms);

References to "**PinPoint**" are references to PinPoint Information Products Limited, of Riverbank House, 1 Putney Bridge Approach, London, United Kingdom, SW6 3JD

"**PinPoint Terms**" means the applicable terms and conditions for the use of the Data, Content or relevant Service provided by PinPoint;

"**Order**" means your order for the applicable Data, Content or services to be provided by PinPoint to you;

"**Ordnance Survey**" means Ordnance Survey Limited

"**Ordnance Survey Data**" means Data owned by Ordnance Survey or its third party licensors;

"**Royal Mail**" means Royal Mail Group plc and/or Royal Mail Group Limited;

"**Terminal**" means a laptop, PC, workstation or other equipment containing a screen on which the Data may be displayed, and which is internal or personal to you and/or your permitted Contractors;

"**User**" means an individual End User authorised by you to access or use the Data, Content or service in relation to the use of Address Datasets; and

References to "**you**", "**your**" and "**yourself**" refer to the contracting party placing an Order with PinPoint.

Annex I: Dataset-specific terms

1 OS Mastermap

- 1.1 The following Ordnance Survey Data is no longer supplied or maintained by Ordnance Survey:
 - 1.1.1 Ordnance Survey Data known as Land-Line® and Land-Line® Plus (the "Historic Mastermap Data"); and
 - 1.1.2 OS Mastermap Integrated Transport Network and/or OSCAR Traffic Manager® and OSCAR Asset Manager® (the "**Legacy Roads Data**"),
- 1.2 Where any Ordnance Survey Data includes Historic MasterMap Data and/or Legacy Roads Data, the terms in paragraph 1 of this Annex 5 apply in addition to the other terms of this licence. Where there is any conflict between the terms of paragraph 1 of this Annex 5 and any other terms of the licence, this paragraph 1 shall take precedence.
- 1.3 Your right to use the Historic MasterMap Data shall be limited to your existing holdings of Historic MasterMap Data and shall not exceed the area covered by your licence for the OS MasterMap Topography Layer in respect of Land-Line® and Land-Line® Plus.
- 1.4 Your right to use the Legacy Roads Data shall be limited to your existing holdings of OS Mastermap Highways data and shall not exceed the area covered by your licence for the OS Mastermap Highways, in respect of OS MasterMap Integrated Transport Network Layer, OSCAR Traffic Manager® and OSCAR Asset Manager®.
- 1.5 Neither PinPoint nor Ordnance Survey grant any warranty in respect of the Historic MasterMap Data and/or Legacy Roads Data and, accordingly, neither PinPoint nor Ordnance Survey shall have any liability for any loss or damage which you may suffer as a result of any use, loss, deletion or destruction of Historic MasterMap Data and/or Legacy Roads Data or as a result of PinPoint and/or Ordnance Survey not supplying or updating Historic MasterMap Data and/or Legacy Roads Data.

2 British Geological Survey

- 2.1 PinPoint hereby grant you a non-exclusive, non-transferable licence for the duration of your licence to use British Geological Survey components of the Content for the following uses only:
 - 2.1.1 For your Business Use as set out in the relevant PinPoint Terms;
 - 2.1.2 in reports and submissions by you to any owner or prospective owner, or their professional advisers or anyone providing funding for the purchase of the site, of any of the sites that are the subject of such Content for whom you act in a professional capacity.
- 2.2 Only the parties at 9.1.2. above shall be entitled to rely on any British Geological Survey components of the Content, and no person may rely on any British Geological Survey components of the Content more than 12 months after it was originally provided.
- 2.3 You must not reformat or otherwise change, add to or enhance any British Geological Survey components of the Content.
- 2.4 The provisions of the licence relating to archive use shall not apply to the British Geological Survey components of the Content.
- 2.5 Where the Content contains data and information provided by the Natural Environmental Research Council (NERC) or its competent body the British Geological Survey (BGS) your use of any information which is derived from or based upon such data and information is at your own risk, and such information is not a substitute for a physical inspection of or taking physical measurements at the relevant property site. Neither NERC nor BGS gives any warranty, condition or representation as to the quality, accuracy or completeness of such information and all liability (including liability for negligence) arising from its use is excluded to the fullest extent permitted by law.
- 2.6 Notwithstanding anything to the contrary in the licence PinPoint's total liability in contract or tort (including negligence) or for breach of statutory duty in relation to British Geological Survey components of the Content shall not exceed an aggregate amount of £70,000.

3 OS OpenData

- 3.1 The following paragraph 11.2 of this Annex 5 governs your access to and use of OS OpenData™ (including Code-Point® Open data) provided to you by PinPoint.
- 3.2 PinPoint hereby grant you a worldwide, royalty-free non- exclusive licence to use such OS OpenData™ subject to the following conditions:
 - 3.2.1 you are permitted to:
 - 3.2.1.1 copy, distribute and transmit such OS OpenData™;
 - 3.2.1.2 adapt such OS OpenData™;
 - 3.2.1.3 exploit such OS OpenData™ commercially, whether sub-licensing it combining it with other data or by including it in your own product or application.
 - 3.2.2 you must:
 - 3.2.2.1 acknowledge the copyright and source of such OS OpenData™ including the appropriate attribution statement:
 - 3.2.2.1.1 "Contains Ordnance Survey data © Crown copyright and database right" or, where you use Code-Point® Open data:
 - 3.2.2.1.1.1 "Contains Royal Mail data © copyright and database right"
 - 3.2.2.2 include the same acknowledgement requirement in any sub-licences of such OS OpenData™ that you grant and a requirement that any further sub-licensees do the same;
 - 3.2.2.3 ensure that you do not use OS OpenData™ in a way that suggests that PinPoint or the Data Originator endorses your use of the Data; and
 - 3.2.2.4 ensure that you do not misrepresent the Data or its source.
 - 3.2.3 OS OpenData™ is licensed "as is" and PinPoint and the Data Originator exclude all representations, warranties, obligations and liabilities in relation to the OS OpenData™ to the maximum extent permitted by law. PinPoint and the Data Originator are not liable for any errors or omissions in the OS OpenData™ and shall not be liable for any loss, injury or damage of any kind caused by its use. PinPoint and the Data Originator do not guarantee the continued supply of OS OpenData™.
 - 3.2.4 The terms in this paragraph i. have been aligned to be interoperable with any Creative Commons Attribution 4.0 Licence. This means that you may mix the information with Creative Commons licensed content to create a derivative work that can be distributed under any Creative Commons Attribution 4.0 Licence.

4 Open Data under open government licence

- 4.1 The following paragraph 12 of this Annex 5 governs your access to and use of Open Data provided to you by PinPoint.
- 4.2 PinPoint hereby grant you a worldwide, royalty-free non- exclusive licence to use such Open Data subject to the following conditions:
 - 4.2.1 you are permitted to:
 - 4.2.1.1 copy, distribute and transmit such Open Data;
 - 4.2.1.2 adapt such Open Data;
 - 4.2.1.3 exploit such Open Data commercially, whether sub-licensing it combining it with other data or by including it in your own product or application.
 - 4.2.2 you must:

- 4.2.2.1 acknowledge the copyright and source of such Open Data by including or linking to any attribution statement specified by the Open Data Provider, and where possible, provide a link to the Open Government Licence version 3.0.
- 4.2.2.2 include the same acknowledgement requirement in any sub-licences of such Open Data that you grant and a requirement that any further sub-licensees do the same;
- 4.2.2.3 ensure that you do not use Open Data in a way that suggests that PinPoint or any supplier endorses your use of the Content; and
- 4.2.2.4 ensure that you do not misrepresent the Content or its source.
- 4.2.3 Open Data is licensed "as is" and PinPoint and a supplier exclude all representations, warranties, obligations and liabilities in relation to the Open Data to the maximum extent permitted by law. PinPoint and any supplier are not liable for any errors or omissions in the Open Data and shall not be liable for any loss, injury or damage of any kind caused by its use. PinPoint and any supplier do not guarantee the continued supply of Open Data.
- 4.2.4 The terms in paragraph 12 of this Annex 5 (particularly paragraphs 12.2.1 to 12.2.3), have been aligned to be interoperable with any Creative Commons Attribution 4.0 Licence. This means that you may mix the information with Creative Commons licensed content to create a derivative work that can be distributed under any Creative Commons Attribution 4.0 Licence.

5 PinPoint Coal Reports

- 5.1 You acknowledge and agree that a PinPoint Information Products Ltd report ("**PinPoint Report**") is not a substitute for a physical inspection of the relevant property site ("**Property Site**") or a mining survey. You are responsible for assessing whether a physical inspection of the Property Site or a mining survey is necessary, having regard (amongst other relevant factors) to the content of the PinPoint Report and the nature and extent of the development or use of the Property Site.
- 5.3 PinPoint Reports relate only to coal and minerals worked in association with coal. Neither PinPoint nor PinPoint provide any guarantee that the presence of workings of other minerals will always be disclosed and you should make separate enquiries regarding mineral workings through (for example) a PinPoint Minerals report.
- 5.4 The PinPoint Report may only be relied on for 90 days from its date of issue and thereafter you must either obtain a new PinPoint Report or use PinPoint's update service to obtain a PinPoint Report update.
- 5.5 PinPoint Reports demonstrate approximate locations of mine entries only and neither PinPoint Coal Ltd nor PinPoint Information Products Ltd give any warranty or guarantee as to the accuracy of any such locations or the size or depth of any mine entry. "**Mine entry**" refers to both shafts and adits. Distances are measured from the estimated centre of the shaft or centre point of an adit entrance.
- 5.6 PinPoint Reports relating to mine entries (within 20 metres of the boundary of the property) will be prepared only from the records in the possession of PinPoint. These records may not be complete. Given the indeterminate accuracy of many of the source records, PinPoint is unable to take account of and reflect in reports any possible difference between the actual and plotted position of a mine entry or its likely size or depth. The approximate location of any reported mine entries will be identified on a plan within the body of reports. To aid clarity the mine entry symbols will not necessarily be shown to the same scale as the plan.
- 5.7 Where a PinPoint Report states that coal workings have occurred at shallow depth on the Property Site, neither PinPoint Coal Ltd nor PinPoint Information Products Ltd can advise or provide any warranty or guarantee that ground movement has now ceased. Similarly, where a PinPoint Report states that coal is believed to lie at or close to the ground surface level, neither PinPoint nor PinPoint can advise whether unreported coal workings have occurred and, as a result, whether ground movement has or is likely to occur in the future. In both cases, you are responsible for assessing whether a physical inspection of the Property Site or a mining survey is necessary, or, whether it is necessary to obtain further advice relating to the Property Site.

- 5.8 Where a PinPoint Report states that coal workings have occurred within the last five years in the vicinity of the Property Site, neither PinPoint nor PinPoint can advise or provide any warranty or guarantee that ground movement has now ceased.
- 5.9 Where a PinPoint Report states that underground tunnels exist below the Property Site neither PinPoint nor PinPoint can advise or provide any warranty or guarantee that ground movement has now ceased.
- 5.10 You acknowledge and agree that PinPoint Reports provide no detail or comment regarding the existence of conjectured surface fault positions shown on geological maps unless they are revealed in The Coal Authority's records to have affected the stability of the property as a result of coal mining activities.
- 5.11 PinPoint will provide a Certification as to accuracy in connection within its Reports which is supported by an Indemnity Policy enabling the owners of property to mitigate against any loss of value, up to a maximum of £1M per claim, attributable to any material change of any of the information in a subsequent residential PinPoint Report from that contained in the report to which the Certificate attaches ("**PinPoint Certificate**"). The period of the PinPoint Certificate is the full term of ownership. The PinPoint Certificate takes account of circumstances where a residential PinPoint Report was obtained by the seller or purchaser of the property or where the property is being sold by way of auction. The PinPoint Certificate also provides cover where a report is obtained in the event of a remortgage of the property or where the owner simply elects to obtain a fresh report
- 5.12 Any claims to be brought under the PinPoint Certificate must be made directly to PinPoint by contacting them at info@pinpointinformation.co.uk.

6. PinPoint Chancel Reports

- 6.1 PinPoint have insurance in place to protect the client against negligence by PinPoint and with regard to information to be included in the report. However, PinPoint assumes that the value of the property does not exceed £2million, and that it is the responsibility of the customer to advise the firm at the time of requesting the search where the property exceeds £2 million.
- 6.2 Pinpoint Information Products Ltd are an Appointed Representative of PIB Risk Services Ltd who are Authorised and regulated by the Financial Conduct Authority. FSA Registration number 308333. This can be checked by visiting www.fca.gov.uk/register or contacting FCA on 0300 500 5000.
- 6.3 Optional ('after the event') Potential Chancel Liability Insurance which is the subject of Terms of Business is provided by Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, Tel 0800 158 2236. Pinpoint Chancel Ltd are not permitted to provide advice on your requirement for the Insurance policy, or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional advisor.
- 6.4 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Pinpoint or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- 6.5 You agree that You will treat and will procure that Your clients on whose behalf You have commissioned the Services will treat as strictly private and confidential the Services and all information which they obtain from the Services.
- 6.6 You agree that You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with PinPoint Chancel Information change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.
- 6.7 We disclaim all proprietary rights including without limitation, Intellectual Property Rights with respect to provision of Services by Our Suppliers.
- 6.8 You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with any breach of PinPoint Information Products Ltd Terms of Business.

- 6.9 Title to the Report shall remain vested in us and shall not pass to you until the purchase price for Report has been paid in full and received by us.
- 6.10 The parties to these Terms do not intend that any term of Our agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 6.11 Notwithstanding anything to the contrary in the licence, PinPoint's total liability in contract or tort (including negligence) or for breach of statutory duty in relation to any PinPoint Report shall not exceed an amount of £10,000,000 per claim or series of connected claims. Details available on request.

7. The Coal Authority

This report contains Data provided by the Coal Authority. Any and all analysis and interpretation of Coal Authority Data in this report is made by Pinpoint Coal Ltd, and is in no way supported, endorsed or authorised by the Coal Authority. The use of the data is restricted to the terms and provisions contained in this report. Data reproduced in this report may be the copyright of the Coal Authority and permission should be sought from Pinpoint Coal Ltd prior to any re-use.