

Ordnance Survey Affiliate Programme: Operating Agreement

Agreement
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This document must not be disclosed to any other party and must be treated as confidential between the parties to the Agreement.

Trade Marks

Ordnance Survey and the OS Symbol are registered trade marks, and OS Select is a trade mark of Ordnance Survey, the national mapping agency of Great Britain.

Contents

Sections	Page no
1 Definitions	4
2 Enrolment in the Programme	5
3 Links on your Site	5
4 Order processing	6
5 Referral fees	6
6 Referral fees Schedule	7
7 Fee payment	7
8 Policies and pricing	7
9 Identifying yourself as an Affiliate	8
10 Limited Licence	8
11 Responsibility for your Site	8
12 Intellectual property	9
13 Term of the Agreement	9
14 Modification	9
15 Relationship of parties	10
16 Limitation of liability	10
17 Disclaimers	10
18 Independent investigation	10
19 Miscellaneous	11
20 Read and agreed	11

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the Ordnance Survey Affiliate Programme.

1 Definitions

As used in this Agreement the following terms are defined as:

Expression	Meaning
Programme	the Ordnance Survey Affiliate Programme.
We, us and our	means Ordnance Survey.
You and your	means the applicant.
Site	means a World Wide Web site and, depending on the context refers either to our site at http://www.ordnancesurvey.co.uk or to the site that you will link to our site and have notified to us .
Product	means OS Select™ and any product listed as being available from the Leisure Map Order Line operated from our site. It does not include any other type of product or products located in any other part of our site or any products not published or distributed by us.
Special Link	means an HTML link to our Site , formatted to the specification we provide to you on acceptance of your application and as detailed on our affiliates information pages.
Individual Product Links	are Special Links that only contain a single Product identifier.
Group Product Links	are Special Links that contain two or more Product identifiers.
Customers	are those users who follow a Special Link to our Site and place an order for a Product.
Qualifying Products	are Products that have been ordered, fulfilled, received accepted and paid for by the customer and therefore qualify for a referral fee.
Qualifying Revenues	are revenues derived by us from our sales of Qualifying Products , excluding costs for dispatching, handling, taxes (including VAT if any), service charges, credit card processing fees and non-payment.

2 Enrolment in the Programme

To begin the enrolment process, you need to submit a complete **Programme** application via our Site. **We** will evaluate your application in good faith and will notify you of your acceptance or rejection. We may reject your application if we determine (at our sole discretion) that your Site is unsuitable for the Programme. Unsuitable sites include, but are not limited to, those that:

- promote sexually explicit materials;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- promote illegal activities;
- breach Intellectual Property Rights; or
- include **Ordnance Survey** or variations or misspellings thereof in their domain names.

If we reject your application, you are welcome to re-apply to the Programme at any time, if the issues detailed in rejecting your application have been addressed. **You** should also note that if we accept your application and your Site is thereafter determined (at our sole discretion) to be unsuitable for the Programme, we may terminate this Agreement.

If the details submitted to us on your application form are changed, then such changes must be advised immediately to us by email at: affiliates@ordnancesurvey.co.uk.

3 Links on your Site

We grant you a revocable, non-exclusive, non-transferable, worldwide, royalty-free Licence for the duration of the term of this Agreement, solely for purposes of facilitating referrals from your Site to our Site, to establish and maintain lists and links as contemplated detailed in this Agreement:

- **Product Links:** You will display on your Site a short description of, review of, or other reference to, OS Select. You will be responsible for the content, style and placement of these references. Links for Products may be of two types:
 - **Individual Product Links**, where each link identifies a single Product in our online catalogue and adds that Product to the online order form on our site.
 - **Group Product Links**, where each link identifies two or more Products in our online catalogue and adds those Products to the online order form on our site.

You may add or delete the Product (and related links) from your Site at any time without our approval. You may not create Individual Product Links from products on your Site that are not the Product.

- General Link to Ordnance Survey Map Shop: You may provide a link on your Site to our Leisure Map Order Line page at http://www.OrdnanceSurvey.co.uk/affiliates_links/checkout_link.cfm. We will provide you with guidelines and graphical artwork to use in linking. You shall adhere to such guidelines.

At our direction, you shall remove all links to our Site. You shall remove such link within fourteen (14) days of the date of such notice.

Except for the Licence granted under this Section 3, you do not obtain any rights interest or title under this Agreement in any intellectual property. This includes, without limitation, any intellectual property with respect to the Special Links, link formats, technical specifications or guidelines or graphical artwork referenced above, or with respect to the any of our domain names and Trade Marks.

4 Order processing

We will process Product orders placed by **Customers** who follow Special Links from your Site to our Site. We reserve the right to reject orders that do not comply with any requirements that we periodically may establish. We will be responsible for all aspects of order processing and fulfilment. Among other things, we will prepare order forms; process payments, cancellations and returns and handle customer service. We will track sales made to customers who purchase Products using Special Links from your Site to our Site and will send you reports summarising this sales activity. The form, content and frequency of the reports may vary from time to time at our discretion and will only be sent to **You** via email. To permit accurate tracking, reporting and fee accrual, you must ensure that the Special Links between your Site and our Site are properly formatted. We will not be liable for paying referral fees on purchases that are not correctly tracked and reported because the links between your Site and our Site are not properly formatted.

5 Referral fees

For a product sale to generate a referral fee, the Customer must follow a Special Link from your Site to our Site; purchase the Product on our Site using our automated ordering system; accept delivery of the Product at the delivery destination and remit full payment to us. We will not pay referral fees on any Products that are added to an online order form after the customer has re-entered our Site (other than through a Special Link from your Site), even if the customer previously followed a link from your Site to our Site. Further, we will not pay referral fees on any Products purchased from any other Site operated by us. If the Product is listed in our online catalogue or in search results as **out of print** or **superseded** or **withdrawn** or other words similar to that effect, indicating that a product is not readily available for shipping, such a Product is not eligible for any referral fees.

The Programme is intended for commercial use only and you may not purchase Products through the Programme for your own use. In addition to any other rights we may have, such purchases may result (at our sole discretion) in (a) the withholding of referral fees and/or (b) the termination of this Agreement. You acknowledge that these remedies, while not exclusive, are a reasonable assessment of the damage we will suffer as a result of a breach of this Clause by you.

In addition, you may not directly or indirectly offer any person or entity any consideration or incentive (including, without limitation, payment of money or awarding of any benefits) for using Special Links on your Site to access our Site. (For example, by implementing any **rewards** programme for persons or entities who use Special Links on your Site to access our Site). If we determine, in our sole discretion, that you have offered any person or entity any such consideration or incentive, we may (without limiting any other rights or remedies available to us) withhold any referral fees otherwise payable to you under this Agreement.

6 Referral fees Schedule

You will earn referral fees based on **Qualifying Revenues** according to referral fee Schedules to be established by us. The current referral fee Schedule is:

- £3.00 for sales of OS Select
- £0.50 for sales of any other Ordnance Survey Product

7 Fee payment

We will pay you referral fees (including VAT, if any, on presentation of a valid VAT invoice) on a quarterly basis. Thirty (30) working days following the end of each calendar quarter, we will send you payment for the referral fees earned on Qualifying Products that were dispatched during that quarter, less any taxes that we are required by law to withhold. However, if the fees payable to you for any calendar quarter are less than £50.00, we will hold those fees until the total amount due is at least £50.00 or (if earlier) until this Agreement is terminated. If the customer returns a Product that generated a referral fee to us, we will deduct the corresponding fee from your next quarterly payment. If there is no subsequent quarterly payment due from us, we will send you an invoice for the fee.

8 Policies and pricing

For the avoidance of doubt, Customers who buy Products through this Programme will be our Customers. Accordingly, all our rules, policies and operating procedures concerning Customer orders, customer service and Product sales will apply to those Customers. Such policies and operating procedures may be changed at any time. For example, we will determine the prices to be charged for Products sold under this Programme in accordance with our own pricing policies. Product prices and availability may vary from time to time. Because price changes may affect Products that you already have listed on your Site, you must not include price information in your Product descriptions. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular Product.

9 Identifying yourself as an Affiliate

We will make available to you a small graphic image that identifies your site as a Programme participant. You must display this logo or the phrase **in association with Ordnance Survey** somewhere on your site. We may modify the graphic image from time to time. In addition, we encourage (but do not require) you to include a link to our home page at <http://www.OrdnanceSurvey.co.uk>.

You may not make any press release with respect to this Agreement or your participation in the Programme without our prior written consent, which may be given or withheld in our sole discretion. You may email affiliates@OrdnanceSurvey.co.uk if you wish to ask for written consent.

10 Limited Licence

We grant you a non-exclusive, non-transferrable revocable right to use the icon described in Section 9 and such other images for which we grant express permission, solely for the purpose of identifying your Site as a Programme participant and to assist in generating Product sales. You may not modify the icon or any of our images in any way. We reserve all of our rights in the icon any other images, our trade names and Trade Marks, and all other Intellectual Property Rights. We may revoke your Licence at any time by giving you written notice.

11 Responsibility for your Site

You will be solely responsible for the development, operation and maintenance of your Site and for all materials that appear on your Site. For example, (but without limitation) you will be solely responsible for:

- the technical operation of your Site and all related equipment;
- to our catalogue using Special Links and special link formats provided by us;
- the accuracy and appropriateness of materials posted on your Site (including, among other things, all Product-related materials);
- ensuring that materials posted on your Site do not breach or infringe the rights of any third party (including, for example, Intellectual Property Rights, privacy or other personal or proprietary rights);
- ensuring that materials posted on your Site are not defamatory or illegal or cause any harm to our reputation; and
- ensuring that you comply with all relevant laws and codes of practice.

We do not sanction, endorse or in any way assume responsibility or liability for your Site. We and our affiliates disclaim all liability for these matters. Further, you will indemnify and hold us and our affiliates harmless from all claims, damages and expenses (including, without limitation, reasonable legal fees) relating to the development, operation, maintenance and contents of your Site.

12 Intellectual property

You shall not use our intellectual property including our Trade Marks in any manner which may be harmful to our goodwill or bring us or in our Mark into disrepute or challenge or otherwise affect the validity of our Intellectual Property Rights.

You shall notify us promptly of any suspected unauthorised use of infringement or breach of Intellectual Property Rights or the existence of any confusingly similar mark of which you become aware, and shall provide us with such documents information and assistance in relation thereto. You shall also notify us promptly at: affiliates@ordnancesurvey.co.uk of any claims made against you in respect of your Site.

13 Term of the Agreement

The term of this Agreement will begin upon our acceptance of your Programme application and will end when terminated by either party. We may terminate this Agreement at any time showing with reasonable cause, you may terminate this Agreement at any time with or without cause. Either party must give notice to the other of termination in writing. This may be done by letter, fax or email.

You are only eligible to earn referral fees on sales of Qualifying Products occurring during the term and fees earned up to the date of termination will remain payable only if the related orders are not cancelled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid. Upon termination of this Agreement, you must promptly return to us, or at our request destroy, any and all of our intellectual or proprietary property, information and/or materials in your possession and, subject to receiving written consent to the contrary from us, remove all hypertext links to our Site from your Site.

14 Modification

We may modify any of the terms and conditions contained in this Agreement, at any time and at our sole discretion, by posting a change notice or a new agreement on our Site. Modifications may include, for example, changes in the scope of available referral fees, fee Schedules, payment procedures and Programme rules. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. If, following our posting of a change notice or new agreement on our site, you continue to link to our site and refer Customers to our Site then this will constitute your continued participation in the programme and will constitute binding acceptance of the change.

15 Relationship of parties

You and we are independent contractors and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties or our respective affiliates. You will have no authority to make or accept any offers or representations, guarantees or warranties on our behalf, including with respect to our Products or services. Neither party has authority to pledge the credit of, or otherwise bind or commit the party. You will not make any statement or representation, whether on your Site or otherwise, that you are connected or affiliated with us or our Site other than for the purpose of referring users to our Site as contemplated under this Agreement or that otherwise reasonably would contradict anything in this Section.

16 Limitation of liability

We will not be liable for indirect, special or consequential damages (or any loss of revenue, profits or data) arising in connection with this Agreement or the programme, even if we have been advised of the possibility of such damages.

Further, to the fullest extent permitted by law, our total and aggregate liability in contract, tort (including negligence) or otherwise arising with respect to this Agreement and the programme will not exceed the total referral fees paid or payable to you under this Agreement at the time the act or omission giving rise to the liability occurred.

17 Disclaimers

To the fullest extent permitted by law, we do not make any express or implied warranties or representations with respect to the Programme or any products sold through the Programme (including, without limitation, warranties of fitness, merchantability, non-infringement or any implied warranties arising out of a course of performance, dealing, or trade usage), and the same are hereby excluded. In addition, we do not make any representation that the operation of our site will be uninterrupted or error-free and that we will not be liable for the consequences of any interruptions or errors.

18 Independent investigation

You acknowledge that you have read this Agreement and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement or operate web sites that are similar to or compete with your web site. You have independently evaluated the desirability of participating in the programme and are not relying on any representation, guarantee or statement other than as set forth in this Agreement.

19 Miscellaneous

This Agreement will be governed by English Law. You irrevocably consent to the exclusive jurisdiction of such courts. This Agreement and all the documents referred to in it represent the entire agreement and understanding relating to the Affiliate Programme and supersedes all written or oral representation (other than fraudulent) or agreements between you and us. You may not assign sublicense, or novate any of your rights or obligations under this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

20 Read and agreed

Signed for and on behalf of **The Secretary of State, acting through Ordnance Survey**

Having read and understood this Agreement signed for and on behalf of

Signature

Signature

Name

Name

Title

Title

Date

Date

