



Aerial Photography Licence Terms and Conditions

Terms

"Getmapping" means Getmapping plc, Virginia Villas, High Street, Hartley Wintney, Hampshire RG27 8NW. Registered in England & Wales no. 3663783

"Service" means Getmapping's digital download service and/or Imagexpress Plus™ service. Both these services are available at Getmapping's website www.getmapping.com

"Customer" means the customer of the Service.

"Image" means the digital aerial photographic image(s) delivered to the Customer by the Service.

"Fee" means the price to be paid by the Customer to Getmapping for the Image. Current pricing is displayed on the Getmapping website at www.getmapping.com

"Agreed Use" means for the Customer's own personal use or internal business use only. The Customer can use the Image to make up to 10 hardcopy reproductions (e.g. print outs or inclusions in a publication or marketing material). The Customer is not allowed to make more than 10 reproductions of the Image unless the Customer has purchased a Reproduction Licence from Getmapping that specifies a reproduction quantity greater than 10.

"Licence" means the licence granted by these terms and conditions. Getmapping grants the Customer a non-exclusive, non-transferable licence to use the Image for the Agreed Use. For the avoidance of doubt, the Image shall not be resold, used for public broadcast, general publication, published on the Internet or used on web pages. Please contact Getmapping if alternative licensing is required.

Conditions

The Customer acknowledges that Getmapping is the owner of all the intellectual property rights in the Image and agrees not to do anything that is inconsistent with those rights. In particular, the Customer shall ensure that use of the Image shall include a copyright notice stating that the Image is the property of Getmapping.

Whilst Getmapping endeavours to ensure that the Image is correct, no warranty, express or implied, is given as to its accuracy and Getmapping does not accept any liability for error or omission. In particular, Getmapping reminds you the Customer that the contents of an Image can only be what was visible at the date the photograph was taken and does not include subsequent changes.

Notwithstanding anything else in these terms, the Customer shall not make use of the Image for any purpose that might, in the reasonable opinion of Getmapping, be derogatory of Getmapping. Getmapping will use reasonable endeavours to deliver the Image to the Customer either on screen (in the case of the imagexpress plus™ service), or by email or downloaded (in the case of the digital download service) within 24hours of an accepted order placed by the Customer via the digital download service unless prevented by circumstances beyond its control.

Getmapping cannot be held responsible for any deliveries that are delayed, cannot be made due to circumstances beyond its control, or if the Customer provides incorrect email delivery details (in the case of the digital download service).

The Service uses Ordnance Survey's Address Point™ to locate into the imagery. The Customer accepts that the search mechanism is only accurate subject to the OS Address Point™ specification (see www.ordnancesurvey.co.uk).



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It is possible that certain searches using the search mechanisms provided may result in a full viewer of imagery not being displayed. This can occur when an area of photography requested is not available. In this situation customers will not be charged for the areas that are unavailable.

The Fee shall be paid by the Customer within 30 days of the date of invoice. If payment is delayed the Customer shall be liable, without limitation to Getmapping's other rights, to pay interest on the monies owing at a rate of 2 per cent per month or part month.

Getmapping shall not be liable for any economic, indirect, unforeseeable or consequential loss or damage, whether from negligence or otherwise, arising in connection with the use of the Image or the Service.

Save for those express obligations contained in these terms and conditions, Getmapping does not warrant or guarantee the merchantability or satisfactory nature or fitness for any purpose of the Image or anything else supplied. Getmapping hereby excludes all warranties, conditions, representations or other terms, whether implied in contract or in statute or arising in any other manner in connection with these terms and conditions save where it is unlawful by statute to exclude such liability.

Getmapping's total liability shall be limited to the amount of the Fee. Once this amount has been reached, whether this be for one or several connected or unconnected events, Getmapping's liability shall cease.

Getmapping may terminate this Licence forthwith by written notice if the Customer is in breach of these terms and conditions.

Upon the termination of this Licence the Customer shall immediately, cease to use the Image and shall return it to Getmapping immediately. If requested the Customer shall confirm in writing that this has been done.

The Customer may not assign, transfer, sub-contract, charge or otherwise part with this Licence or any rights or obligations under it.

Getmapping may assign, transfer, sub-contract, charge or otherwise part with this Licence or any rights or obligations under it.

The Customer hereby grants Getmapping such rights as it may reasonably require to ensure compliance with these terms and conditions.

These terms and conditions constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, negotiations and discussions between the parties hereto relating thereto. These terms and conditions may only be varied in writing by a director of Getmapping and an authorised representative of the Customer.

If any of these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or enforceable, it shall be severed and deleted from the clause concerned and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

These terms and conditions shall be governed by and construed in accordance with the laws of England and the parties accept the jurisdiction of the courts of England.