



Getmapping
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This end-user licence grants rights for Schools (“You”) to use Getmapping (“Getmapping”) Aerial Photography as set out below as part of the Digimap for Schools Service (“the Use”).

1. Definitions in this agreement

1.1 “Aerial Photography” means Getmapping Digital Aerial Photography covering the whole of Great Britain (England, Scotland and Wales) at 25cm resolution as 1sqkm Ordnance Survey grid tiles in British National Grid projection.

1.2 “The Service” means the Digimap for Schools service operated by the University of Edinburgh acting through Edina.

1.3 “Authorised User” is defined as the term is defined in clause 1.1 of the “Licence for Use of Ordnance Survey Data through the Digimap for Schools Service”.

1.4 “Teaching Materials” ” is defined as the term is defined in clause 1.1 of the “Licence for Use of Ordnance Survey Data through the Digimap for Schools Service”.

1.5 “Licenced Data” ” is defined as the term is defined in clause 1.1 of the “Licence for Use of Ordnance Survey Data through the Digimap for Schools Service”.

1.6 “School” ” is defined as the term is defined in clause 1.1 of the “Licence for Use of Ordnance Survey Data through the Digimap for Schools Service”.

1.7 “Teachers’ Training Establishment” ” is defined as the term is defined in clause 1.1 of the “Licence for Use of Ordnance Survey Data through the Digimap for Schools Service”.

2. Licence to use Aerial Photography

2.1 You may use the Getmapping Aerial Photography as part of the Service for the Use, subject to the terms laid out clauses 3 and 4 below. You shall not use the Aerial Photography for any purpose not connected directly to the Use or the Service or which breaches the terms of sections 3 or 4 below. You may not licence or sub-licence the Aerial Photography.

3. Educational Use

3.1 The terms of this section 3 are aligned with the terms laid out in the “Licence for Use of Ordnance Survey Data through the Digimap for Schools Service”.

3.2 Wherever the Aerial Photography is used for the Use, you and your Authorised Users may:

3.2.1 search, retrieve, save, display and view the Aerial Photography through the Service;

3.2.2 create, copy and save Teaching Materials in printed or electronic form;

3.2.3 publish on secure intranet electronic versions of the Aerial Photography as part of the Licensed Data and Teaching Materials of the Service;

3.2.4 incorporate the Aerial Photography as part of the Licensed Data in printed or electronic form in assignments and portfolios, theses and coursework; and

3.2.5 provide any of the materials created by the Service for the Use to external educational assessors or examiners as such provision is permitted in clause 3.1.5 of the licence named in clause 3.1.

4. Limited External Use

4.1 The terms of this section 4 are aligned with the terms laid out in the “Licence for Use of Ordnance Survey Data through the Digimap for Schools Service”.

4.2 In addition to the permissions outlined in section 3, you and your Authorised may use the Aerial Photography as part of the Licenced Data to generate a map which is displayed on your or your Authorised Users’ website or made available in print form, and demonstrates one or more of the following:

4.2.1 the location of your or your Authorised Users’ premises or other fixed assets leased, owned or managed;

4.2.2 the location of an event organised by the you or your Authorised Users up to and for the duration of the event;

4.2.3 directions or routes (which are not specific to any particular third party) to your or your Authorised Users’ premises in clause 4.2.1, or the event in clause 4.2.2; or

4.2.4 the scope of any catchment area, travel area (including safer routes to school initiatives) or other areas of operation relating to you, an Authorised User, or a School or Teachers’ Training Establishment.

4.3 You and your Authorised Users may also use the Aerial Photography as part of the Licenced Data to generate a map:

4.3.1 for display on an your or your Authorised Users' external website as part of Teaching Materials;

4.3.2 for educational events involving external educational-related organisations (without limitation charities, local museums and libraries) with which you or your Authorised Users are involved as part of their teaching or studies; or

4.3.3 in presentations by you or your Authorised Users at a seminar, conference or workshop, or other similar activity.

4.4 Nothing in this Licence shall affect any statutory right available to you or your Authorised Users under the Copyright, Designs and Patents Act 1988 or the Copyright (Visually Impaired Persons) Act 2002, or any amending legislation.

4.5 You or your Authorised Users shall not receive any direct payment, credit or money's worth as a result of allowing third parties to access, view or use any map generated in accordance with this Clause 4, or otherwise.

5. Term

5.1 Notwithstanding the provisions of sections 6, 8, and 10 below, the term of this licence shall be from the date on which You first access the Service containing the Aerial Photography to the date on which the licence is superseded by a new end-user licence agreed by all parties. By accessing or using the Aerial Photography or the Service and Licenced Data containing the Aerial Photography you agree to abide by the terms of this licence for duration of the term as outlined in this section 5.

6. Termination

6.1 Getmapping shall be entitled forthwith to terminate this licence by written notice to You if You or your Authorised Users commit any material breach of any of the provisions of this licence and, in the case of a breach which is capable of remedy, fail to remedy the same within thirty days after receipt by You of a written notice giving full particulars of the breach and requiring it to be remedied.

7. Entire Agreement

7.1 This licence in 11 sections constitutes the entire agreement between the parties and supersedes all previous communications and agreements including any and all pre-

contractual representations (except for fraudulent representations) between the parties with respect to the subject matter of this licence.

8. Force Majeure

8.1 Neither party shall be liable or be deemed to be in default for any total or partial failure to perform or fulfil its obligations under this licence by reason of force majeure, namely, events or circumstances beyond the reasonable control of that party, including, but not limited to, acts of God, acts of civil or military authority, war, fire, explosion, flood, sabotage, embargo, riot, civil commotion, strikes and lockouts.

9. Notices

9.1 Any notices which either party may be required to give to the other shall be sufficiently served if given in writing and sent by first class post, to the address of that party set out herein or to such other address as may be notified in writing by that party for this purpose. Notices shall be deemed to have been given two business days after the date of posting.

10. Severability

10.1 If and to the extent that any of the terms or provisions of this licence shall be determined to be invalid, unlawful or unenforceable, then such term or provision shall to that extent be deemed not to form part of this licence and accordingly shall be deleted from the remaining terms and provisions of this licence which shall continue to be valid, subsisting and enforceable between the parties to the maximum extent lawfully possible.

11. Jurisdiction and Governing Law

11.1 This licence shall be governed by the laws of Scotland and all disputes arising in any way out of or affecting this Agreement shall be subject to the exclusive jurisdiction of the Scottish Courts, to which the parties agree to submit.