



The Coal
Authority

OFFICIAL SENSITIVE: COMMERCIAL

Data Use Licence

Parties

The Coal Authority - a body corporate established under S1 of the Coal Industry Act 1994 of 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG ("the Licensor")

and

Company Name ("the Licensee") - a company registered in the UK with company registration number XXXXXXXX, whose registered office is at **Company Street, Company Town, Company County, Company Postcode**, and trading as "**Company Name**", ("the Licensee")

(each a "party" and, together, "the parties").

General conditions

In this Licence, unless the context otherwise requires:

- a. words importing a gender shall include both genders;
- b. words importing the singular shall include the plural and vice-versa;
- c. the words "including", "include" and "in particular" and words of a similar effect shall not be deemed to limit the general effect of the words which precede them;
- d. headings are for convenience only and shall not affect the interpretation of this Licence;
- e. any reference to a Schedule or annex shall be to the Schedules or Annex to this Licence;
- f. any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.

Conditions of use

1. This Data Use Licence ("Licence") permits the Licensee to use the data and/or information ("Data") specified in Schedule 1 for the purposes set out and described in Schedule 2.
2. Definitions used in this Licence are set out in Annex 1.
3. This Licence is a non-exclusive licence for the purposes set out herein.
4. As at the date of this Licence, the Licensor and Licensee agree that the Licensee may use the Data to create the Product(s) specified in Schedule 2 on the terms set out in this Licence. Any additional services required by the Licensee from the Licensor in relation to the use of Data shall be as specified in Schedule 1.
5. Where the Licensee wishes to create an additional Product(s) to that specified in Schedule 2, it will notify the Licensor of the same in writing, with full details of the nature of the proposed Product(s), the use that it is proposed to be made of the Data in or in creating the Product(s), the anticipated date of completion of the Product(s), and the anticipated nature and size of the market or audience for the Product(s). The Licensor may, in writing and at its absolute discretion, agree to such proposed use or propose limits or changes to such proposed use, in which case the Licensee is granted a non-exclusive and non-transferable licence for such use, subject to any proposed limits or changes and to the other terms of this Licence. For the avoidance of doubt, the Licensee is not licensed to use the Data in respect of any Product(s) to which the Licensor has not agreed in writing prior to such use.
6. The Licensee may produce, manufacture, market, stock, distribute, sell or exploit (all together, "commercialise") any Product(s) agreed in accordance with this Licence, subject to the payment of the Data Use Charge and Licence Fee.
7. Subject to the Licensee obtaining the Licensor's prior written approval (which approval shall be at the absolute discretion of the Licensor) the Licensor shall permit the Licensee to use its name but not its logo for the purposes of communicating that the coal-mining Data included in the Product(s) were supplied by the Licensor. The Licensee may not use the Licensor's name or logo to suggest or imply that the Product(s) containing the Data or any analysis, evaluation or other interpretation made by the Licensee from the Data as specified in this Licence are produced or in any way supported, endorsed or authorised by the Licensor.
8. This Licence does not permit the Licensee to use the Data for the provision of a bureau service (or other provision of business services for a fee to others, other than those services and Product(s) contained in Schedule 2) or for the benefit of, or on behalf of, others.
9. Neither the Licence granted nor the Data to which it applies may be assigned, sub-licensed (other than for the purpose solely of hosting the Data on its behalf and subject always to the terms of this Licence), rented, lent, re-sold or otherwise transferred by the Licensee.
10. No part of the Data may be sold, whether on its own or as part of a value-added commercial product.

OFFICIAL SENSITIVE: COMMERCIAL

11. The Licensee will not amend, modify or adapt the Data or combine the Data with other data to create commercial products or services that incorporate the Data, other than as permitted for certain uses as described in Schedule 2.
12. When the Licensor's digital Data-sets are revised, any updates will be supplied to the Licensee within the period referred to and in the form prescribed in Schedule 1.
13. **Certificate of Compliance:** the Licensee shall, at the end of the Term and annually within 30 days of a request from the Licensor, supply to the Licensor a statement signed by a Director or Auditors of the Licensee in the following terms: "I/We hereby certify that the use of the Data during [the Term of the Licence]/[the previous 12 months] has been in accordance with the Licence".
14. **Assumptions:** the Licensee acknowledges and accepts that the Data is drawn from the Licensor's mining Database and that the Licensor may have no direct knowledge of information contained in the Data. The Licensor shall use all reasonable endeavours to notify the Licensee of any material defects or inconsistencies in the Data in so far as it is aware of the same.
15. **No warranty or representation regarding Data:** the Licensee acknowledges and accepts that the Data are compiled from sources about which the Licensor may not have direct knowledge or control. Whilst the Licensor warrants that it has the necessary rights and permissions in relation to any third party data comprised within the Data and has used reasonable endeavours to verify the quality of the Data, the Licensor gives no warranty and makes no representation that the Data is complete, accurate, up-to-date, reliable or exhaustive, save that the Licensor warrants that its staff shall use reasonable skill and care in compiling and processing the Data. The Licensor furthermore makes no warranties or representations as to the suitability of the Data for any particular use or purpose or as to the value or utility of the Data. The Licensee acknowledges and accepts that the Data is used by it entirely at its own risk. Where the Data is delivered electronically, the Licensor shall use reasonable endeavours to ensure that the Data is free from viruses at the point of transmission and the Licensee shall be responsible for virus scanning the Data prior to receipt of the same. Should any Data supplied contain any error of which the Licensor is or becomes aware, the Licensor shall use its best endeavours to rectify such error as soon as reasonably practicable.
16. **Term:** the term of this Licence shall be **one year(s)** commencing on **[date]** ("Term") unless terminated earlier in accordance with the provisions of this Licence.
17. In the event that the Licensee wishes to renew the Licence, the Licensee shall give the Licensor at least three months' notice in writing and the parties shall meet to discuss in good faith the terms of any Licence renewal.
18. **Termination by either party:** either party may terminate this Licence by written notice to the other effective forthwith if:
 - a. the other party is in material breach of any term of this Licence and has failed to remedy the breach within 30 days of receiving written notice requiring that the breach be remedied; or

OFFICIAL SENSITIVE: COMMERCIAL

- b. the other party ceases to carry on business or is dissolved or is the subject of any insolvency proceedings including liquidation, bankruptcy or administration or an arrangement or composition with its creditors by which any person is appointed over the property or assets or to run the affairs of the Licensee including those persons described in Section 388 of the Insolvency Act 1986 or any subsequent enactment, the Official Receiver, the Accountant in Bankruptcy or any person appointed pursuant to a charge over the Licensee's property pursuant to a scheme of arrangement under Section 899 of the Companies Act 2006 or any subsequent enactment.
19. **Termination by the Licensor:** in addition to its rights under clause 18 above, the Licensor may terminate this Licence by written notice effective forthwith if:
 - a. any sum due from the Licensee under this Licence is unpaid for sixty days; or
 - b. the Licensee uses the Data for any purpose not expressly permitted by this Licence.
20. **Termination by the Licensee:** in addition to its rights under clause 18 above, the Licensee may terminate this Licence at any time by serving at least six months' prior written notice upon the Licensor.
21. **Effect of termination:** on termination of this Licence the Licensee and its employees shall immediately cease to use the Data supplied or any interpretations based on it or any materials (whether in hardcopy or electronic form or otherwise) into which the Data is incorporated and shall, where possible, return to the Licensor (if so requested by the Licensor) or, where reasonably possible, destroy all Data in its possession, custody or control (including, for the avoidance of doubt, any back-up copies) and will on request provide a certificate signed by a duly authorised officer that it has complied with this clause. Notwithstanding the provisions of this clause 21, the Licensee may retain copies of all data supplied under this Licence solely for archival, audit and disaster recovery purposes for a period of up to 12 years from the date of termination of this Licence.
22. **Accrued rights:** any termination of this Licence shall not affect the rights and remedies of either party accrued prior to such termination.
23. **Confidentiality Obligations:** the Receiving Party shall not disclose any Confidential Information of the Disclosing Party to any third party other than any employees or professional advisers who have a need to know it for the purposes of performance of their obligations in relation to this Licence and who are subject to obligations of confidentiality and restrictions upon use the same or greater than those of this clause nor use any Confidential Information of the other otherwise than for the purposes of this Licence, without the prior written permission of the Disclosing Party or as required by law.
24. **Intellectual Property Rights:** the Licensee acknowledges and agrees that the Licensor is the owner of Database rights and/or copyright in the Data and that any Intellectual Property Rights and other proprietary rights in the Data or otherwise belonging to the Licensor shall remain the property of the Licensor and that the Licensee shall acquire no Intellectual Property Rights or

OFFICIAL SENSITIVE: COMMERCIAL

other rights in the Data, whether by operation of this Licence or otherwise. The Licensee may not remove or amend any proprietary notice affixed or attached to the Data.

25. **Security and Monitoring:** the Licensee shall maintain such security as is necessary to ensure that it complies with its obligations under this Licence, General Data Protection Regulation (EU2016/679) and the Data Protection Act 2018 and that the Data and any materials incorporating or derived from the Data are kept secure. Save with the prior express consent of the Licensor, none of the Data shall be used, transferred, stored or processed outside the United Kingdom. The Licensee will use its best endeavours to monitor usage of the Data to ensure compliance with this Licence and to ensure that the Data is not released or used in breach of this Licence.
26. **Third Party Infringement:** in the event that the Licensee becomes aware of any unauthorised use of the Data or Intellectual Property Rights in the Data, it will forthwith notify the Licensor in writing giving full particulars of such use and shall make no comment or admission to any third party in respect of such use (save as required by law). The Licensee shall, at the Licensor's request, give the Licensor full cooperation and all reasonable assistance in any action, claim or proceedings brought or threatened in connection with any such unauthorised use.
27. **Data Protection & Freedom of Information:** the parties each undertake that they will either as controller or processor of Personal Data and will each comply with any obligations under the General Data Protection Regulation (EU2016/679), Data Protection Act 2018 or any subsequent enactment so far as they apply to them. Should any third party seek access to (or seek to be supplied with) all or part of the Data pursuant to the Freedom of Information Act 2000 ("**FOI**") (or any subsequent enactment) and/or the Inspire Directive 2007, they will be directed by the Licensee and its employees to contact the Licensor. Where the Licensee is not subject to FOI then it will not allow access to or supply Data to such third party. If the Licensee is subject to FOI then it will not allow access to or supply Data to such third party unless obliged by FOI to do so and in any event will not allow such access or supply without first consulting the Licensor of the nature and extent of the proposed access or supply prior to any information being released.
28. **The Licensor's statutory obligations:** this Licence, and the Licensor's obligations under it, are subject to the Licensor's duties under the Coal Industry Act 1994, the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the Re-use of Public Sector Information Regulations 2015 or any subsequent enactments, and the Licensor's other statutory and regulatory duties and obligations.
29. **Liability:** the Licensor's aggregate liability for any loss, damage, cost or other liability (indirect or consequential loss) arising in relation to the Data or pursuant to this Licence, or from any act or omission arising from or related to this Licence, whether in tort, contract or otherwise shall be limited to one hundred and fifty per cent (150%) of the total amount of the Data Use Charge paid to the Licensor hereunder in the contract year in which the loss in question was suffered.
30. **No liability limitation where excluded by law:** nothing in this Licence shall exclude or limit either party's liability for death or personal injury, fraud or any other liability which cannot be excluded or limited by law.

OFFICIAL SENSITIVE: COMMERCIAL

31. **Indemnity:** each party ("**the Indemnifying Party**") hereby indemnifies the other party ("**the Indemnified Party**") against all claims actions losses and damages (together with all costs and expenses reasonably incurred) suffered and/or incurred by the Indemnified Party arising from any claim or action brought against the Indemnified Party by any third party as a result of negligence by the Indemnifying Party. The Indemnifying Party's aggregate liability under this Licence, including the indemnity given in this clause, will not exceed one hundred and fifty per cent (150%) of the total amount of the Data Use Charge paid to the Licensor hereunder in the contract year in which the loss in question was suffered.
32. **Further acts:** the Licensee shall at the request of the Licensor do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary in the Licensor's opinion to give full effect to this Licence and to vest in the Licensor the full benefit of the rights and benefits to be transferred to the Licensor under this Licence.
33. **Agency:** nothing in this Licence is intended to or shall make either party the agent or partner of the other.
34. **Entire Agreement:** this Licence sets out the entire agreement and understanding between the parties in connection with its subject matter. In particular, each party warrants and represents to the other that in entering into this Licence it has not relied upon any statement of fact or opinion made by the other or the other's officers, servants or agents which has not been included expressly in this Licence.
35. **Force Majeure:** neither party shall be liable to the other for any delay in or failure of performance of its obligations under this Licence arising from any cause beyond its reasonable control, including war, fire, explosion, civil commotion, flood, Act of God, governmental act or industrial action.
36. **Assignment:** the Licensee may not assign or in any other way make over to any third party its rights and/or obligations under this Licence, either in whole or in part, without the consent of the Licensor, such consent not to be unreasonably withheld or delayed, provided always that it shall be reasonable for the Licensor to withhold consent in the event that the proposed transferee is not of at least equivalent financial standing as the Licensee was at the time this Licence was entered into.
37. **Third Party Rights:** a person who is not a party to this Licence shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or any subsequent enactment to enforce any term of this Licence. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
38. **Waiver:** failure by either party to exercise or enforce any rights, or the giving of any forbearance, delay or indulgence, will not be construed as a waiver of its rights under this Licence or otherwise.

OFFICIAL SENSITIVE: COMMERCIAL

39. **Amendment:** this Licence may not be amended, modified, varied or supplemented except in writing upon mutual agreement by the parties and signed by a duly authorised officer of each party.
40. **Severance:** if any provision of this Licence is or becomes invalid or unenforceable it will be severed from the rest of this Licence so that it is ineffective to the extent that it is invalid or unenforceable and no other provision of this Licence shall be rendered invalid, unenforceable or be otherwise affected.
41. **Notices:** any notice required or permitted to be given by either party to the other under this Licence shall be made in writing and addressed and posted or delivered by hand to that other party at its registered office or principal place of business or other such address as may at the relevant time have been notified pursuant to this provision to the party giving notice. Any approval or consent required by the Licensor shall be given by the Chief Finance and Information Officer, or such other person from time to time nominated by the Chief Executive of the Licensor and any approval or consent (including certificate or audit statement pursuant to clause 13) required of the Licensee shall be given by the signatory to this Licence on behalf of the Licensee or such other person from time to time nominated by the Licensee.
42. **Licensee Employees:** the Licensee shall ensure that the terms of this Licence are brought to the attention of any of its employees and professional advisers having access to the Data pursuant to this Licence.
43. **Records and Audit Access:** subject to the Licensor hereby agreeing to keep such information confidential in accordance with clause 23, the Licensee will permit the Licensor or its duly appointed representative access on reasonable notice to its premises, facilities and staff for the purposes of carrying out audits to verify the Licensee's compliance with this Licence.
44. **Governing law:** this Licence, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the English Courts.

Payment provisions

45. The Data Use Charge in respect of this Licence shall be payable in accordance with the provisions set out in Schedule 3.
46. Payments shall be made by the Licensee to: **Finance Department, the Coal Authority, 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG**, within 30 days of the date of the relevant invoice. Any sums outstanding after 30 days shall bear interest, at the rate of 5% per annum above the Lloyds Bank PLC base lending rate, from the date of the invoice to the date of actual payment.

Undertaking

The undersigned undertakes to observe the conditions of provision of the Data supplied by the Coal Authority as detailed above.

Agreed for and on behalf of **Company Name**

Signed:

Name (Print):

Date:

Agreed for and on behalf of the Coal Authority

Signed:

Name (Print):

Date:

Annex 1

Definitions

In this Licence, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

"Commercial" or "commercialise"- means to produce, manufacture, market, stock, share, distribute, sell or exploit;

"Confidential Information" - means all information disclosed (whether in writing, orally, or by another means and whether directly or indirectly) by either party ("**Disclosing Party**") to the other party ("**Receiving Party**") whether before or after the date of this Licence including the Data, the terms of this Licence and any information of the Disclosing Party relating to the Disclosing Party's business, financial or internal affairs, customers, plans, products, operations, know-how, trade secrets or information of a confidential nature but does not include:

- a. Information which is generally available to the public at the date of this Licence;
- b. information already known to the Receiving Party at the time of disclosure as evidenced by previously existing written documentation, other than Confidential Information supplied to the Licensee by the Licensor prior to the date of this Licence;
- c. information which is subsequently disclosed to the Receiving Party by third parties having no obligations of confidentiality to the Disclosing Party; and
- d. information which is or becomes generally available to the public in printed publications in general circulation through no act or default on the part of the Receiving Party, its employees, agents or sub-contractors.

For the avoidance of doubt, Data or other information which is accessible pursuant to sections 1(1) (d) or 57 of the Coal Industry Act 1994 or any subsequent enactment shall nevertheless be deemed to be confidential pursuant to section 59 of the Coal Industry Act 1994 and shall be deemed not to be generally available to the public for the purposes of this Licence.

"CON29M" - means a series of questions whose copyright is in the ownership of the Law Society of England and Wales and relates to the due diligence required of solicitors.

"Data" - means Data set out in Schedule 1 and received by the Licensee from the Licensor pursuant to this Licence, any other information or data received by the Licensee from the Licensor pursuant to this Licence, and (where the context allows) any updates to the Data received by the Licensee, information or materials that include or use the Data, and any part or parts of the Data;

"Data Protection Legislation"- means the Data Protection Act 2018 and General Data Protection Regulation (EU2016/679) or any subsequent enactment;

"Personal Data" - means address data, personal data or other data relating to or from which a living individual can be identified, as defined or interpreted by statute, case law or court order;

"Data Use Charge" - means the agreed charge payable by the Licensee to the Licensor in respect of the Data;

OFFICIAL SENSITIVE: COMMERCIAL

“Database” – means a data structure or comprehensive collection of related data organised for convenient access;

“Intellectual Property Rights” - means all patents, copyrights, design rights, trade marks, Database rights, trade secrets and other confidential information, know-how and other intellectual property rights (whether registered or unregistered) and all applications for such rights;

“Product” – means a product, process or service which uses or has used the Data (whether by incorporation of the Data into the Product, or by using the Data in the creation of the Product, or otherwise) and which the Licensee commercialises or intends to commercialise;

“Term” – has the meaning given to it in clause 16 (Term);

“Quarter” – means any period of three months in any contract year commencing on either 1 October, 1 January, 1 April, or 1 July, except that the first such period shall begin on the date of this Licence and the last such period shall end on the effective date of termination of this Licence.

“Licence Fee” – means a payment in addition to the Data Use Charge

Schedule 1

Details of Data supplied and delivery of Data

1. The following datasets will be supplied :-

- Area for Mining Report Intervention
- Child Phase
- Coal Authority subsidence damage claim
- Coal Mining Related Hazards
- Coal Outcrops
- Coalfield Consultation Areas
- Country
- Court Order
- Court Order Amendments
- Geological Disturbance - Faults
- Geological Disturbance – Fissures & Breaklines
- In Seam Level Contours
- In Seam Levels
- Legal Notices
- Licence Areas
- Licence Table
- Licensed Roadways
- Licence Area of Responsibility
- Mine Entries
- Mine Gas
- Parent Phase
- Probable Workings
- Seam table
- Section 46 notices
- Shallow Coal Workings
- Site Investigations

OFFICIAL SENSITIVE: COMMERCIAL

- Spine Roadways
- Underground Workings
- Unlicensed Opencast
- Working Dates
- UG_WKG_TO_SL_CNTR Table
- UG_WKG_TO_SM_LVL Table

2. The Licensor reserves the right to alter the attribution and data model of any of these datasets. The Licensor will provide the Licensee with reasonable notice of these proposed changes.
3. The Licensor will notify the Licensee in writing of any modifications to the data model within 6*months of these changes taking place. These changes include, but are not limited to, any modifications to the fields to be supplied and the format that they will be supplied in.
4. "Personal Data" will be made available as part of the datasets set out in Schedule 1. The Authority does however retain the right to remove Personal Data, by notice with immediate effect, if it is instructed to do so by the Courts or the Authority considers that the continued provision of the Data adversely affects, or may adversely affect, an individual. The Authority will not be liable for any losses suffered by the Licensee.
5. The Data package will be supplied by close of business on each Friday of the week. If the Friday falls on a Bank Holiday, the Data will be delivered by close of business on the preceding Thursday. On the receipt of the first Data package, the file will include an Esri File Geodatabase (V10.0) containing the Data, .lyr symbology files and User Guides in PDF format. Future updates will not include the .lyr files and User Guide, unless any amendments have been made in which case, this/these will be supplied with the Data package. All weekly updates will contain a full Data set and not change only updates. The Data will be delivered through Quatrix – an online data sharing system. The Licensor reserves the right to transfer the Data through encrypted USB if Quatrix is unavailable. The encrypted USB will arrive by close of business on the following Monday.

Details of Data Support Services

1. The Licensor shall provide these services to the Licensee at no additional cost:-
 - a. services in response to queries associated with the data in the Product(s). The service will be limited to the content of the product(s) and shall not provide advice or assessment of risk.
 - b. services in relation to data verification for incomplete data and the dataset Area for Mining Reports Intervention (AFMRI).

OFFICIAL SENSITIVE: COMMERCIAL

2. The Licensor will develop a data verification methodology with the Licensee. Services will be restricted to normal working hours and shall be determined to the reasonable satisfaction of the Licensor.

Specific Details in relation to the Product(s)

1. The Licensee shall subject to the production of Product(s) provide the Licensor with a copy of the content to be contained in the Product(s).
2. The Licensor shall assess the content of the Product(s). The assessment shall be made against compliance to the Product(s) descriptions.
3. Once the contents have been assessed by the Licensor, they shall form part of Schedule 2.
4. Data will not be provided to the Licensee until the Licensor has assessed the contents of the Product(s).
5. Content may not be modified, nor removed, nor added subject to the assessment of the Licensor.

Schedule 2

Product(s) to be produced by the Licensee using the Data in

Schedule 1

At the date of this Licence, the Licensor and the Licensee agree that the Licensee may use the Data to create the following Product(s):-

- Product Name

1. This Licence in respect of the Product(s) is strictly subject to the following limitations and restrictions:-

- The Data provided by the Licensor as set out in this Licence:-
 - Can only be used to formulate the answers to the questions in the Product(s).
 - Cannot be used for purposes that do not relate to the content of the Product(s).
- The Product(s) will not contain any additional or modified wording that will deviate the Product(s) from the intent for which it was produced.
- The Licensor will not be liable for any assessment of coal mining risk associated with the Product(s) nor any view expressed by the Licensee in interpreting the Data and will be independent in the Licensor's assessment and interpretation of Data in the discharge of the Licensor's statutory duties.

2. The Licensee furthermore undertakes to do the following in relation to the Product(s):-

- Ensure that the Product will only be provided to a limited market sector: - solicitors, conveyancers, surveyors, property search providers, individuals or organisations buying or selling property and developers.
- Ensure that only the recipient of the Product(s) is furnished with the Product(s). Copies of the Product(s) are not to be provided or made available to third parties.
- The Licensee shall ensure that recipients do not aggregate such Product(s) to develop third party databases which could challenge or compete with the Data provided by the Licensor.
- The Licensee shall recognise the copyright of any information provided by Ordnance Survey and/or BGS by incorporating in the Product(s) the following clauses, as appropriate:

“© Crown copyright (year) Ordnance Survey Licence number 100020315”

“May contain British Geological Survey materials © NERC (year)”

- The Licensee shall also incorporate the following statement *“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 **Company Name**, 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*

OFFICIAL SENSITIVE: COMMERCIAL

*report. Data reproduced in this report may be the copyright of the Coal Authority and permission should be sought from **Company Name** prior to any re-use."*

3. In order to protect Personal Data, the Licensee must ensure that in the provision of printed Product(s), web-based Product(s) any other medium or other digital services, Personal Data is not available or visible to third parties.
4. Content of the Product(s):-

- Product Name (Annex A)
- Product Name (Annex B)

To be provided prior to production

Schedule 3

Data Use Charge

1. In relation to each Product(s) sold, hired or otherwise disposed of by the Licensee pursuant to this Licence, the Licensee will pay a Data Use Charge whether or not the Licensee has received payment for such Product(s). No allowance will be made for any discounts or promotional copies of products and/or services or for any returns, refunds or bad debts. This Data Use Charge shall be as set out below:-

A. Residential

A single unit residential property, either existing or currently being built (e.g. a single plot on a residential development site). For all residential reports a single royalty unit per data set per third party report produced will apply.

B. Commercial

Non-residential property, commercial or development sites, multiple unit residential sites, or non-residential sites. For all such sites up to a maximum of 25 hectares a single royalty unit per data set per report produced will apply. All such sites greater than 25 hectares will be charged in whole multiple royalty units of 25 hectares, e.g. a site of 26 hectares will be charged at two royalty units per data set per report produced.

OFFICIAL SENSITIVE: COMMERCIAL

Data set	Royalty unit (£)
Area for Mining Report Intervention	As published
Child Phase	As published
Coal Authority subsidence damage claim	As published
Coal Mining Related Hazards	As published
Coal Outcrops	As published
Coalfield Consultation Areas	As published
Country	As published
Court Order	As published
Court Order Amendments	As published
Geological Disturbance - Faults	As published
Geological Disturbance – Fissures & Breaklines	As published
In Seam Level Contours	As published
In Seam Levels	As published
Legal Notices	As published
Licence Area of Responsibility	As published
Licence Areas	As published
Licence Table	As published
Licensed Roadways	As published
Mine Entries	As published
Mine Gas	As published
Parent Phase	As published
Probable Workings	As published
Seam Table	As published
Section 46 notices	As published
Shallow Coal Workings	As published
Site Investigations	As published
Spine Roadways	As published
Underground Workings	As published
Unlicensed Opencast	As published
Working Dates	As published

OFFICIAL SENSITIVE: COMMERCIAL

C. Value Added Tax (VAT)

These prices are exclusive of VAT.

2. The Data Use Charge covers a defined search area for each dataset.

The following search areas for each dataset are included in the Data Use Charge:-

- Area for Mining Report Intervention - Search Area only
- Child Phase - Search Area plus 1250 metres
- Coal Authority subsidence damage claim - Search Area plus 50 metres
- Coal Mining Related Hazards - Search Area only
- Coal Outcrops - Search Area plus 50 metres
- Coalfield Consultation Areas - Search Area only
- Country - Search Area only
- Court Order - Search Area only
- Court Order Amendments - Search Area only
- Geological Disturbance - Faults - Search Area only
- Geological Disturbance - Fissures & Breaklines - Search Area only
- In Seam Level Contours - Search Area plus 1250 metres
- In Seam Levels - Search Area plus 1250 metres
- Legal Notices - Search Area only
- Licence Area of Responsibility - Search Area only
- Licence Areas - Search Area plus 800 metres
- Licence Table - Search Area only
- Licensed Roadways - Search Area only
- Mine Entries - Search Area plus 50 metres
- Mine Gas - Search Area only
- Parent Phase - Search Area plus 1250 metres
- Probable Workings - Search Area only
- Seam Table - Search Area only
- Section 46 notices - Search Area only
- Shallow Coal Workings - Search Area only
- Site Investigations - Search Area only
- Spine Roadways - Search Area only
- Underground Workings - Search Area plus 1250 metres
- Unlicensed Opencast - Search Area only
- Working Dates - Search Area plus 1250 metres
- UG_WKG_TO_SL_CNTR Table - Search Area plus 1250 metres

OFFICIAL SENSITIVE: COMMERCIAL

- UG_WKG_TO_SM_LVL Table - Search Area plus 1250 metres

3. Notwithstanding paragraph 1 above, no Data Use Charge is payable by the Licensee to the Licensor where no more than a reasonable number of Product(s) in total are provided as samples or for test purposes free of charge or where the Licensee is obliged to reimburse its purchaser due to a defect in the Data and for which defect the Licensor is responsible under this Licence.
4. The Licensee shall submit a statement within thirty (30) days of the end of each Quarter setting out, in respect of that Quarter, the quantity or amount of Product(s) sold, hired or otherwise disposed of, and the amount owing and payable to the Licensor as the Data Use Charge. The Licensor will submit an invoice for such Data Use Charges following receipt of such statement.
5. The Invoices will be paid by the Licensee in accordance with Clauses 45 and 46 of this Licence.
6. At the discretion of the Licensor, the Licensor may propose increases to the Data Use Charge ("Proposed Increase") in light of any changes in the nature, content and format of Data and of any proposed change of use and purpose that the Licensee wishes to put the Data to outside of that previously agreed, any increase in fixed or variable costs to the Licensor, or increased demand for the Data. In the event that the Licensor and the Licensee cannot reach agreement on the Proposed Increase then, the Licensor may terminate this Licence on 60 days' notice, notwithstanding that the Term may not have expired.
7. The Licensee shall pay to the Licensor the total amount properly due and owing shown in each invoice without deduction or set off.