



SALES POLICY

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Reviewed November 2011

LAND & PROPERTY SERVICES SALES POLICY

Our aim is to make Your licensing and/or purchasing experience easy, efficient and equitable, regardless of the means by which you access our Intellectual Property (IP). Since November 2008 Land & Property Services (LPS), an executive agency within the Department of Finance and Personnel is accredited under the Office of Public Sector Information (OPSI) Information Fair Trader Scheme (IFTS). IFTS is designed to promote maximisation, simplicity, innovation, transparency, fairness and challenge. Detailed information on this scheme can be found at <http://www.nationalarchives.gov.uk/information-management/ifts.htm>. The brand names and trademarks registered or pending in the name of the Department of Finance and used by LPS include:



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If you have any questions about the information below, please [contact us](#). Our Sales Policy incorporates Our Annual IP Licensing Terms and Conditions by reference.

1. Definitions

1.1 In this policy the following terms shall have the following meanings:

- | | |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Contract” | means any contract (whether entered into in writing or by electronically clicking on-screen or by any other appropriate method) between LPS and the Licensee/Buyer for the licensing and/or purchase of the IP incorporating these terms and conditions; |
| “Annual IP Licensing Terms and Conditions” | means the licensing terms and conditions contained within Our Standard Annual IP Licence, Our Pointer Annual IP Licence and such other terms as We may publish from time to time. |
| “Intellectual Property (IP)” | means any digital data, goods and/or services agreed in the Contract to be supplied to the Licensee/Buyer by LPS; |
| “the Licence” | means the Standard Annual IP Licence agreed to by the Licensee during the online ordering process on the LPS/OSNI website; |

- “the Licensee/the Buyer”** means a person(s), firm or company who procures under licence or who purchases IP from LPS;
- “We, Our, or Us”** means Land & Property Services; and
- “You or Your”** means the Licensee/the Buyer.

1.2 In this policy, references to any statute or statutory provision, shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In this policy, headings will not affect the construction of these conditions.

2. Application of Terms

2.1 Subject to any variation under Clause 2.3, the Contract will be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which You, purport to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed upon, delivered with or contained in Your purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all of Our licensing/sales and any variation to these conditions and any representations about the IP shall have no effect unless expressly agreed in writing by Us.

2.4 Each order by You for IP from Us shall be deemed to be an offer by You to license or purchase IP subject to these conditions.

2.5 No order placed by You shall be deemed to be accepted by Us until We issue an invoice or (if earlier), We deliver the IP to You.

2.6 You must ensure that the terms of the order and any applicable specification are complete and accurate.

3. Description

3.1 You can order the IP, a full description of which is set out on this website.

3.2 All ordered IP will be supplied subject to availability at the date of ordering and to the terms of Clauses 3.4 and 8.9.

3.3 Four (4) weeks prior to the expiry of an Annual IP Licence, We will send out a renewal form. You should return a suitable purchase order, if applicable, and the completed renewal form.

3.4 If renewal procedures are not completed before the due date Your rights to further use the IP will be suspended prior to termination if You do not subsequently renew.

3.5 All descriptive matter, specifications and advertising are issued by Us and published for the sole purpose of giving an impression of the IP described in them. They will not form part of this Contract.

4. Delivery

4.1 Unless otherwise agreed in writing by Us, delivery of the IP shall take place at Our premises.

4.2 IP may be licensed/purchased and all payments, relating to same shall be in Sterling and shall correspond with Clause 8 of this Policy.

4.3 Any dates specified by Us for delivery of the IP are intended to be an estimate and time for delivery shall not be made of the essence by notice. We will strive to make delivery within 20 working days of receipt of the order. All international orders may suffer from a delay in the delivery for which We shall not be liable.

4.4 If ordered IP is not received within one week of the estimated delivery date, You should contact Us.

4.5 Subject to the provisions of this policy, We will not be liable for any loss (including loss of profit), cost, damages, charges or expenses, charged directly or indirectly by any delay in the delivery of the IP (even if caused by Our negligence), nor will any delay entitle You to terminate or rescind the Contract.

4.6 If for any reason You will not accept delivery of any of the IP when it is ready for delivery (including but not limited to technical difficulties experienced/suffered by You) or We are unable to deliver the IP on time because You have not provided appropriate instructions or contact information:

4.6.1 risk in the IP will pass to You (including for loss or damage caused by Our negligence);

4.6.2 the IP will be deemed to have been delivered and You will be liable for all related costs and expenses; and

4.6.3 We may hold the IP until actual delivery, notwithstanding 4.6.2 above.

5. Non-delivery

5.1 We shall not be liable for any non-delivery of IP (even if caused by Our negligence) unless written notice is given to Us within forty eight (48) hours after the IP, within the ordinary course of events, were to have been received.

5.2 Any liability by Us for non-delivery of the IP shall be limited to replacing the IP within a reasonable time.

5.3 We will not issue refunds for lost, stolen, damaged (See Clause 7.6) or destroyed IP, except as set out in Clause 11.

5.4 We will not accept returns of unwanted IP, except as set out in Clause 11.

5.5 Our Customer Services contact details are as follows:

Customer Services

Telephone Number: 0300 200 7804 - (charged at local rate)

Fax Number: (028) 9025 5700

Email: digital.supply@dfpni.gov.uk

6. Risk/title

The IP is at Your risk from the time delivery is deemed to have taken place (see 4.6). We shall not be liable for any loss of any kind to You arising for any damage to the IP, however caused, occurring after the risk in the IP was passed to You, nor shall the liability of You to Us be diminished or extinguished by reason of such loss.

7. Price

7.1 Prices are quoted in Sterling.

7.2 Unless otherwise agreed by Us in writing, the price will be as set out in Our published price list, available at https://maps.osni.gov.uk/CMSPages/mapstore_price_list.aspx, on the date of despatch of the IP. All prices are correct at time of display online. The price of the IP may vary, at Our discretion, depending on whether the Licence is taken for a full year or part thereof.

7.3 Value Added Tax (VAT) shall be added to the price of the IP where applicable.

7.4 There shall be added to the price of the IP any other tax or duty in relation to the sale or delivery of the IP or performance of the IP (whether initially charged on or payable by Us or You).

7.5 Separate charges for delivery, shipping and handling will be shown on Our invoices. Postage and packaging charges are based on size, weight and delivery location.

7.6 Any damage that occurs during shipping via a carrier selected by Us is Our responsibility.

7.7 Any damage that occurs during shipping via a carrier selected by You is Your responsibility.

8. Payment

8.1 Payment of the price of the IP is due within thirty (30) days from date of invoice.

8.2 Time for payment shall be of the essence.

8.3 No payment shall be deemed to have been received until We have received cleared funds.

8.4 All payments payable to Us under the Contract shall be due immediately upon termination of the Contract despite any other provision.

8.5 All payments due under the Contract shall be made by You without any deduction whether by way of set-off, counter-claim, discount, abatement or otherwise, unless

You have a valid court order requiring an amount equal to such deduction to be paid by Us to You.

- 8.6 Without prejudice to any other rights that We may have, failure by You to pay any invoice in accordance with the terms specified in the Contract shall entitle Us, without notice, to suspend the Licence or delivery of all IP to You.
- 8.7 If You fail to pay Us within the due period any sum due pursuant to the Contract at Our sole discretion the contract shall be terminated immediately.
- 8.8 We reserve the right where genuine doubts arise as to Your financial position, or in the case of failure to pay for any IP or any delivery or instalment, without notice to suspend delivery or performance of any order or IP or any part or instalment without liability until payment or satisfactory security for payment has been provided.
- 8.9 You agree and represent that (save where expressly licensed) You are licensing/buying IP for Your own internal use only and not for resale, modification or re-supply.

9. Quality

- 9.1 We warrant that (subject to other provisions of this policy) upon delivery the IP will be of a satisfactory quality within the meaning of the Sale of Goods Act 1994.
- 9.2 We do not warrant the performance or applicability of the IP under any specific software provided by any other party and used by You.
- 9.3 We shall not be liable for breach of the warranty in Clause 9.1 unless You give written notice of the defect to Us and (if the defect is as a result of damage in transit) to the carrier within 5 days of the time when You ought to have discovered the defect.
- 9.4 We shall not be liable for a breach of the warranty in Clause 9.1 if:
 - 9.4.1 You make any further use of such IP after giving such notice; or
 - 9.4.2 You alter such IP without Our prior written consent.
- 9.5 Subject to Clauses 9.2 and 9.3, if any of the IP does not conform with the warranty in Clause 9.1, We shall at Our option replace such IP (or the defective part) or refund the price of such IP at the pro rata Contract rate.
- 9.6 If We comply with Clause 9.5 We shall have no further liability for breach of the warranty in Clause 9.1 in respect of such IP.
- 9.7 It is Your responsibility to ensure that the IP is suitable for Your purpose. We accept no liability as to the fitness of the IP supplied in meeting Your needs and We exclude to the fullest extent permissible by law all warranties, conditions or terms that may be implied by statute, statutory instrument, common law, custom or otherwise.
- 9.8 Where IP is used for the purposes of updating IP previously supplied by Us and held by You it is Your responsibility to ensure that updates are made fully and in the appropriate sequence so that data integrity is maintained.

9.9 While We endeavour to ensure the accuracy of the information supplied to You in the IP We do not give any warranty as to the accuracy or completeness of such information.

10. Consumer Rights

10.1 If You are contracting as a consumer (in the terms as defined in The Consumer Protection (Distance Selling)(Amendment) Regulations 2005) You may cancel a Contract at any time within seven working days, beginning on the day after You received the IP. In this case You will receive a full refund of the price paid for the IP in accordance with Our refunds policy (set out in paragraph 11 below).

10.2 To cancel a Contract You must inform us in writing and return the IP to Us immediately in the same condition in which You received it and at Your own cost and risk.

11. Our Refunds Policy

11.1 When You return IP to Us (for instance, because You have cancelled the Contract, or have notified Us that You do not agree to any change in these terms and conditions or in any of Our policies, or because You claim that the IP is defective), We will examine the returned IP and will notify You of Your refund via e-mail within a reasonable period of time. We will usually refund any money received from You using the same method originally used by You to pay for Your purchase. We will process the refund due to You as soon as possible and, in any case, within 30 days of the day that We received your cancellation or the day that We confirmed to You via e-mail that You were entitled to a refund for delivery of the defective IP.

11.2 IP returned by You because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to You and the cost incurred by You in returning the item to Us.

11.3 IP returned by You within the seven working days as set out in paragraph 10.1 above will be refunded in full, including the cost of sending the item to You. However You will be responsible for the cost of returning the item to Us.

12. Limitation of liability

12.1 Subject to Clause 9, the following provisions set out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and Your sub-contractors) in respect of:

12.1.1 any breach of these conditions; and

12.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

12.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

12.3 Nothing in these conditions excludes or limits Our liability for death or personal injury caused by Our negligence or fraudulent misrepresentation.

12.4 Subject to Clauses 12.2 and 12.3:

12.4.1 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising in connection with the performance or contemplated performance of this Contract shall be limited to the amount invoiced for the particular IP in question; and

12.4.2 We shall not be liable to You for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for other consequential compensation whatsoever, (howsoever caused) which arise out of or in connection with the Contract.

13. Assignment

13.1 You shall not be entitled to assign the Contract or any part of it without Our prior written consent.

13.2 We may assign the Contract or any part of it to another part of the Crown and You shall be notified in writing within 14 days of any such assignment.

14. Events beyond the control of either party

We reserve the right to defer the date of delivery or cancel the Contract or reduce the volume of the IP ordered by You (without liability to You) if We are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays with carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that if the event in question continues for a continuous period in excess of one hundred and eighty five (185) days You shall be entitled to give notice in writing to Us to terminate the Contract.

15. Electronic communications

15.1 We may wish to send messages to and/or communicate with You by electronic mail ("**e-mail**"). Unless You have notified Us otherwise, We will treat Your acceptance of these terms as including Your consent to use email and the procedure set out below.

15.2 Where messages are sent by email, either party must:

15.2.1 where matters are urgent, supplement the e-mail with a telephone call to confirm appropriate action as being taken;

15.2.2 where the e-mail is marked as confidential, indicate clearly if a non-e-mail response is required; and

15.2.3 carry out procedures to protect the integrity of data and in particular it is the recipient's responsibility to carry out a virus check on any attachments before opening any file whether received on disc or otherwise.

- 15.3 All risks connected with sending commercially sensitive information relating to Your business are borne by You and are not Our responsibility. If You do not accept this risk We should be notified in writing that communication by e-mail is not acceptable.

16. Communications

- 16.1 All communications between the parties about the Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission or by email:

16.1.1 (in the case of communications to Us) to Our registered office or such change of address to be notified to You by Us or Our email address; or

16.1.2 (in the case of communications to You) to the registered office of the addressee (if it is a company) or in any other case to any address that You have set out in any document which forms part of the Contract or such other address as shall be notified to Us by You or to Your email address.

- 16.2 Communications shall be deemed to have been received:

16.2.1 if sent by pre-paid first class post, two (2) days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);

16.2.2 if delivered by hand on the day of delivery;

16.2.3 if sent by facsimile transmission on a working day prior to 4.00pm, at the time of transmission and otherwise on the next working day; and

16.2.4 if sent by email, at the time the email is received by the recipient and in relation to those emails marked urgent only on receipt of a delivery report confirming the email has been received.

17. General

- 17.1 Each of Our rights or remedies under the Contract is without prejudice to any other of Our rights or remedies whether under the Contract or not.

- 17.2 If any provision of the Contract is found by any Court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

- 17.3 Failure or delay by Us in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of Our rights under the Contract.

- 17.4 Any waiver by Us of any breach of, or any default under, any provision of the Contract by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

17.5 The law of Northern Ireland shall govern the formation, existence, construction, performance, validity and all aspects of the Contract and the parties submit to the exclusive jurisdiction of the courts of Northern Ireland.

18. Further help and Guidance

If You have any queries concerning access to or the use of Our IP please see the contacts section of Our website available at the link below:

http://www.dfpni.gov.uk/lps/index/contact_details-2.htm