

Residence Licence	Multiple Residence on standard terms for specified uses made generally available by Royal Mail on the PAF® Licensing Centre or otherwise
Substantially All Database	a database which on its own or as part of another database comprises all or substantially all the properties receiving mail at addresses in the United Kingdom or any of England, Wales, Scotland or Northern Ireland
Term	the period during which this Licence is in force according to its terms
Transaction	means, in response to a query relating to Multiple Residence, the verification of that query or the return of data of up to the Maximum Data Return: <ul style="list-style-type: none"> (a) whether the whole or part of Multiple Residence Records are returned (b) including any further searches within such returned data, which shall not be considered a further "Transaction" provided that no additional data is returned, and (c) not including returns of data in excess of the Maximum Data Return, which shall be considered as a further "Transaction" or "Transactions" by reference to the amount of data returned
User	an individual authorised by you to use a Solution
Website	a website, application or other remotely-enabled means of communicating with your customers for products and services, made generally available to such customers
Website Use	the use of Multiple Residence to capture or verify address details of users of your Website where: <ul style="list-style-type: none"> (a) Website users are not your employees or concerned with the provision of services to you (unless acting in a personal capacity), and (b) neither the use of the Website or your product and service offering is connected with the management of address data or Data Cleansing, and (c) the address capture or verification is carried out for the purpose of the receipt of products or services enabled by the Website
Working Day	Monday to Friday excluding bank and public holidays in England and
you	the licensee entity specified during Licence Registration (and you shall be read accordingly)

15.2 In this Licence (unless the context otherwise requires) words following words such as "includes", "including" and "in particular" are read without limitation, and references to a person are to any natural or legal person whether incorporated or not.

Schedule 1
End User Terms

1. Permitted use of Solutions

You may freely use Multiple Residence in Solutions in accordance with these End User Terms.

2. Conditions of use

- (a) You must not make copies of Multiple Residence except as permitted by these End User Terms or reasonably necessary for back-up, security, business continuity and system testing purposes.
- (b) You may use Multiple Residence for Data Extraction but Extracted Data:
 - (i) may only be accessed by Users, and
 - (ii) must not be supplied, nor any access to it provided, to any third party.
- (c) You may provide third parties access to Cleansed data provided that:
 - (i) where that supply is a Bureau Service, you and the Bureau Customers comply with the restrictions in Schedule 3; and
 - (ii) if such databases are Substantially All Databases:
 - (A) such databases are not represented or held out as a master, original or comprehensive address database or other similar description;
 - (B) the access is provided in the course of your normal data supply or routine business activities and is not carried on as a business in its own right; and
 - (C) the provision includes a prominent notice that the relevant Cleansed data has been cleansed against Multiple Residence.
- (d) You must not permit access to, display or communicate to the public any Solutions, except for the purposes of capturing or confirming address details of third parties.
- (e) Except as set out in these End User Terms, you must not:
 - (i) transfer, assign, sell or license Solutions or their use to any other person;
 - (ii) use Solutions to create a product or service distributed or sold to any third party which relies on any use of Multiple Residence, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting; or
 - (iii) copy, reproduce, extract, reutilise or publish Solutions or any of them.

3. Subcontracting

You may provide Multiple Residence to your subcontractors who may use it to the extent necessary for:

- (a) the provision of information technology services to you; or
- (b) acting on your behalf,

in each case for your own business purposes and not those of the sub-contractor and provided that each such sub-contractor agrees to observe the restrictions on use of Multiple Residence contained in these End User Terms and that you are responsible for any breaches of those terms by such sub-contractor.

4. Personal rights

Your rights are personal, limited and non-transferable.

5. ***Use of Multiple Residence by Users***

You must ensure that:

- (a) these End User Terms bind your Users;
- (b) only your Users exercise the use rights of Solutions and Multiple Residence granted to you further to these End User Terms; and
- (c) in the event of termination or expiry of your rights to use Solutions and Multiple Residence, the rights of Users to use them also terminate.

Schedule 2

Licence Fees and Reporting

1. Reporting and information provision

- (a) You must notify us of any material changes to the information about you provided during Licence Registration as soon as reasonably practicable.
- (b) Within 10 Working Days of the start of each Licence Year you must report to us the use of Multiple Residence made by you using our reporting forms (as we update them from time to time) (**Report**).
- (c) You must notify us of any changes to your use of Multiple Residence as soon as reasonably practicable.
- (d) On our request from time to time you must provide us with the details of your use of Multiple Residence as required by our reporting rules published from time to time on the PAF® Licensing Centre. We will not make such requests more than once in any Licence Year, unless such requests arise out of breaches of this Licence or inconsistencies in Reports.

2. Licence Fees

- (a) The Licence Fees are:

Option	Fee (£ excluding VAT)		Payable
	UK	Postcode Area	
User	10.20	0.58	Per year
Multiple User Block	612.00	14.50	Per year
Website Use (querying solely MR)	680.00	n/a	Per year
Website Use (querying both MR and PAF®)	6,480.00	n/a	Per year
Organisation Use	2,050.00		Per year

In the table set out above:

"**UK**" refers to Multiple Residence comprising data relating to all postcode areas

"**Postcode Area**" refers to geographic areas defined by the first or first and second alphabetic characters of the postcode

"**MR**" refers to Multiple Residence

- (b) If Licence Fees are payable for Website Use querying both Multiple Residence and PAF®, no other fee applies to that Website Use (notwithstanding the provisions of the applicable PAF® Licence).
- (c) In respect of a Solution, if you can access or query both Multiple Residence and PAF® pursuant to a single access or query request, then you must elect to calculate Licence Fees for Multiple Residence on the same basis as elected under the applicable PAF® Licence.

Licence Fees payable per year

- (d) Licence Fees are payable in advance for the 12 month period commencing on the first day of the month in which your use of Multiple Residence commences (the **licence fee year**).
- (e) Where Licence Fees on a User basis have been paid in a licence fee year and additional Users are required, further Licence Fees payable may be pro-rated for part of the licence fee year on the basis described on the PAF® Licensing Centre.

Licence Fees by User

- (f) You may elect to pay Licence Fees in respect of your use of Multiple Residence on a per User basis and:

- (i) you must ensure that only Users in respect of whom you have paid Licence Fees use Multiple Residence;
 - (ii) you may calculate usage by User through any number of Users and Multiple User Blocks; and
 - (iii) you may calculate Licence Fees by using a "**Multiple User Block**" being a block of up to 300 Users.
- (g) In respect of your use of a Solution by means of batch processing or other automated use of that Solution (but not otherwise), each device used for that purpose is deemed to be a User for the purposes of Licence Fee calculation.

Website use

- (h) The Website Use Licence Fee authorises your Website Use only, but does not authorise use of Solutions by your own employees, agents or contractors unless they are
- (i) acting in a personal capacity, or
 - (ii) responsible for technical maintenance and support of the Website and using Solutions for those purposes only.
- (i) If your Transactions enabled by Website Use ("**Website Transactions**") are estimated to exceed the "**High Use Threshold**" (as defined below) in a licence fee year, an additional fee of £680 per year (the "**High Use Licence Fee**") is payable.
- (j) Where you have paid the Website Use Licence Fee, and at any time in the relevant licence fee year your Website Transactions exceed the High Use Threshold, the High Use Licence Fee is payable.
- (k) The High Use Threshold is 10 million Transactions.
- (l) Where you have paid an Organisation Use Licence Fee, High Use Licence Fees are not payable.
- (m) For the purposes of the High Use Threshold, you may make a good faith estimate of the relevant Website Transaction numbers. You must keep records of any such estimates and the basis for them and Royal Mail's rights under paragraph 5 apply to them.

Organisation Use

- (n) Licence Fees in respect of Organisation Use authorise your use of Solutions by an unlimited number of Users, for an unlimited number of Transactions and for Website Use.

Maximum Data Return

- (o) You must ensure that no single Transaction results in a return of Multiple Residence exceeding the Maximum Data Return.

3. Additional fee options

- (a) Where you provide a Bureau Service, you must report Licence Fees as set out in Schedule 3.
- (b) Where you authorise third parties to use Solutions as a Closed User Group, you must notify Royal Mail in a Report as set out in Schedule 4.

4. Payment and invoicing

- (a) We will invoice you for Licence Fees and our invoices are payable by you within 30 days of their date.
- (b) All sums due to us under this Licence are exclusive of VAT which if applicable shall be charged at the appropriate rate and paid by you. We will provide you with valid VAT invoices.
- (c) You must pay our invoices without deduction or withholding except as required by law and you may not assert any credit, set-off or counterclaim against us in relation to sums payable under this Licence.
- (d) If you fail to provide us with a Report or any other information under this Licence, we will estimate the amount of Licence Fees payable and invoice you for that sum. Where the Reports or any such information show a difference between the amounts due and such estimate, we will adjust in a further invoice the Licence Fees due from you accordingly.

- (e) If you do not pay our invoices in accordance with this Licence we may (without affecting any other rights we may have) charge you interest (at an annual rate of 4% above the Bank of England's base rate from time to time) on all overdue amounts until payment is received in full.

5. Audit

- (a) You must keep an accurate record of all Multiple Residence use, reporting and payments under this Licence and retain it for a minimum of 6 years after the relevant use or transaction.
- (b) You will permit us to audit records kept further to paragraph 4(a) and provide all reasonable co-operation and assistance to us and our authorised agents in relation to audits. This includes, on reasonable prior notice, granting access to relevant premises during working hours to inspect relevant accounts and records for verifying compliance with the terms of this Licence, and a right to copy any such records for that purpose.
- (c) We will not carry out audits more than once in any Licence Year unless we reasonably suspect that you have failed to comply with the Licence.
- (d) Where through an audit or otherwise it is identified that:
 - (i) You have failed to comply with any obligation under the Licence, you will promptly take the necessary steps to comply with the obligation;
 - (ii) You have failed to pay any applicable Licence Fees, you will pay the amount of them to us within 20 Working Days; and
 - (iii) You have paid us amounts in excess of the Licence Fees due, we will pay you that amount within 20 Working Days.
- (e) We will bear the costs of audits unless:
 - (i) an audit shows that you did not comply with the terms of the Licence; or
 - (ii) we notify you of an audit but are not provided with access to your premises further to paragraph 5(b),

in which case you will reimburse us our reasonable costs of audit, including any agents' fees, within 10 Working Days of our request.

Schedule 3

Bureau Services

1. Your performance of Bureau Services further to this Schedule is subject to the terms and restrictions set out below and you must ensure that they are observed by Bureau Customers.
2. You must not supply or provide access to a Cleansed Customer Database to any person other than the relevant Bureau Customer.
3. You may only supply or provide access to Cleansed Customer Databases to Bureau Customers subject to the restriction on use of Cleansed data set out in paragraph 2(c)(ii) of the End User Terms.
4. You and your Bureau Customers may use the following statement on its publicity and marketing material: "[Name] processes databases against Royal Mail's Multiple Residence database" provided that such use is reasonable.
5. The names of Bureau Customers must be provided to Royal Mail on its request.
6. Licence Fees are payable by your selection at the start of a licence fee year of a Bureau Service option in a Report. The Licence Fee is £282 per licence fee year.

Schedule 4

Closed User Groups

1. You must notify Royal Mail further to Schedule 2 of:
 - (a) the identity of all Group Members in any Closed User Groups, and
 - (b) the Group Purpose of any Closed User Groups.
2. In respect of Closed User Groups you must ensure that Multiple Residence is not used:
 - (a) by any person other than a Group Member, except as this Schedule expressly permits, and
 - (b) in any electronic communications network except where that network is controlled by you and is subject to technical and security restrictions preventing access to it by persons who are not Group Members.
3. You must ensure that Royal Mail or its authorised agents is granted a right of entry on reasonable prior notice during working hours to your premises and the premises of each Group Member for the purposes of inspection of such premises and the systems, accounts and records maintained there for the purpose of monitoring compliance by such persons with the terms of this Schedule.
4. The End User Terms apply to use of Multiple Residence by Group Members subject to and as varied by the following use restrictions:
 - (a) Data Extraction is not permitted, and
 - (b) the provision of access to Solutions for the purposes of capturing and confirming address details of third parties is permitted provided that:
 - (i) such use is for the Group Purpose, and
 - (ii) such third parties are customers or potential customers of the relevant Business Partner.
 - (c) Licence Fees are payable in respect of each Closed User Group authorised by you, and are capped at £3,690 per Closed User Group per year.
 - (d) In this Schedule the following terms have the following meanings:

Associate	a person who markets or distributes products or services supplied under a common identity and business method, subject to a written agreement providing for the operation of that identity and method to specified standards and the provision of know-how, technical or business support
Broker	a broker or agent for the sale of (or other distributor of) products or services for one or more originating suppliers (all of which operate in the same industry)
Business Partner	a person who in the course of business acts either as an Associate, a Broker or a Delivery Service User
Closed User Group	a network of businesses comprising you and not less than 10 Business Partners all of a single type
Closed User Group Rights	the rights of use of Multiple Residence described in this Schedule
Delivery Service User	a customer of yours for delivery services relating to mail, packages or products
Group Member	Business Partners to whom Closed User Group Rights have been granted and who are members of a Closed User Group, and
Group Purpose	the purpose for which a Closed User Group carries on its business through (as the case may be) Associates, Brokers or Delivery Service Users.