

## ROYAL MAIL GROUP – ADDRESS MANAGEMENT UNIT

### NOT YET BUILT CORPORATE GROUP LICENCE

#### Introduction

- This Licence allows the licensee to permit use of Not Yet Built by eligible members of its corporate group.
- Details of other licences available for the use of Not Yet Built can be found at the PAF® Licensing Centre.

#### 1. GRANT

- 1.1 Royal Mail grants a non-transferable, non-exclusive, limited, revocable right for the Term to each Permitted User to use Not Yet Built for its own internal use and for sharing with other Permitted Users for their internal use only, subject always to payment of the appropriate Licence Fees and only in accordance with the End User Terms and any additional user terms which may apply.
- 1.2 Permitted Users may not use Not Yet Built under this Licence unless they are party to a valid data supply agreement (available from the PAF® Licensing Centre or via a Solutions provider).
- 1.3 The rights granted to use Not Yet Built under this Licence do not permit any act which is licensed by Royal Mail under another of its Standard Not Yet Built Licences.
- 1.4 Permitted Users may use Solutions to exercise the rights granted further to clause 1.1, subject to the terms of this Licence.
- 1.5 The rights of Permitted Users to use Not Yet Built are only those set out in this clause and Permitted Users may not sublicense those rights except in accordance with this Licence.

#### 2. PERMITTED USERS

- 2.1 You may register Group Members (including you) as Permitted Users by following the Sign-Up Process.
- 2.2 Group Members will be Permitted Users on completion of Licence Registration and cease to be Permitted Users from the date on which:
  - 2.2.1 you notify Royal Mail that you no longer wish such entity to be a Permitted User; or, if earlier,
  - 2.2.2 they:
    - (a) cease to be a Group Member, or
    - (b) become Insolvent.
- 2.3 You will notify Royal Mail as soon as is practicable (and in any event within 10 Working Days) where a Group Member ceases to be a Permitted User by operation of clause 2.2.2.
- 2.4 With effect from the Relevant Date a Group Member has no rights under this Licence to use Not Yet Built and you will procure that Permitted Use Ceases.

#### 3. TERM

- 3.1 This Licence shall commence on the Effective Date and continue for one year, after which, subject to clause 3.2, it shall automatically renew for further periods of one year.
- 3.2 Either Party may end this Licence by notifying the other Party in writing at least three months before the end of the applicable Licence Year.

#### 4. CONDITIONS OF USE OF NOT YET BUILT

- 4.1 Each Permitted User's right to use Not Yet Built under this Licence is subject to their compliance with the End User Terms.
- 4.2 Where a Permitted User wishes to provide a Bureau Service, the terms in Schedule 4 will apply.
- 4.3 Permitted Users may use Not Yet Built within a Closed User Group and authorise its use by Group Members subject to the terms of Schedule 5.



- 9.1.2 apply to the Confidential Information no lesser degree of care than that which a reasonable person would take in protecting its own confidential information, and
- 9.1.3 use the Confidential Information only for the purposes of this Licence.
- 9.2 The obligations contained in this clause shall not apply to any Confidential Information which:
- 9.2.1 is lawfully available to the public (otherwise than through breach of this Licence);
- 9.2.2 was disclosed to one Party by a third party legally in possession of the Confidential Information and who was not restricted from disclosing it; or
- 9.2.3 was independently created or already in the possession of one Party.
- 9.3 Notwithstanding the provisions of this clause 9, Royal Mail shall be entitled to publish details of Permitted Users on the PAF® Licensing Centre (including the fact that Permitted Users are also Group Members and have rights under this Licence) so as to make such details known to Solutions providers, and you shall procure that Permitted Users make no objection to such disclosure.
10. **LIABILITY**
- 10.1 You shall remain primarily responsible for the acts and omissions of all Permitted Users as though they were your own acts and omissions.
- 10.2 You indemnify Royal Mail against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a solicitor and client basis), losses and damages arising from any failure by you to procure compliance by any Permitted Users with the terms of this Licence or otherwise arising out of or in connection with any Permitted User's use of, or access to, Not Yet Built or any part of it.
- 10.3 There is no limit on your liability for:
- 10.3.1 Licence Fees; or
- 10.3.2 losses Royal Mail incurs arising out of a breach of clauses 1, 4 and 6 or an infringement of Royal Mail's intellectual property rights.
- 10.4 Except as set out in clause 10.1 neither Party is liable to the other for any:
- 10.4.1 loss of profit, revenue, use of an asset, productivity, reputation, or data (whether any of those are direct or indirect losses); or
- 10.4.2 indirect or consequential losses
- whether suffered by a Party or a Permitted User.
- 10.5 Subject to clauses 10.3, 10.4 and 10.6 the total liability of either Party for all claims arising in relation to this Licence in a Licence Year shall not exceed an amount which is the total of Licence Fees payable under this Licence in that Licence Year.
- 10.6 Nothing in this Licence limits either Party's liability for personal injury or death caused by negligence or for fraud, or for breach of clause 9.
11. **ENDING THE LICENCE**
- 11.1 Royal Mail may terminate this Licence immediately on giving you notice if:
- 11.1.1 you or a Permitted User breach any of the terms of this Licence and, if that breach is capable of remedy, it has not been remedied (or there has been no effective procurement for its remedy) within 30 days of a notice from Royal Mail notifying you of the breach; or
- 11.1.2 you fail to comply with clause 2.3; or
- 11.1.3 you become Insolvent.
- 11.2 You may terminate this Licence on giving 1 month's written notice if Royal Mail increases by notice given under clause 7.2 (a "**fee increase notice**") the Licence Fees payable by you by an amount which is greater (as a percentage) than the percentage increase in RPI since the later of the Effective Date and the date of













**Schedule 1**  
**End User Terms**

**1. Permitted use of Solutions**

You may freely use Not Yet Built provided in Solutions or directly by Royal Mail for internal use in accordance with these End User Terms.

**2. Conditions of use**

- (a) You must not make copies of Not Yet Built 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 Not Yet Built for Data Extraction but Extracted Data:
  - (i) may only be accessed by Users and Permitted Users, and
  - (ii) must not be supplied or any access to it provided to any third party other than Permitted Users.
- (c) You may provide access to Cleansed data to third parties 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 Not Yet Built.
- (d) You must not permit access to, display or communicate to, the public any Solutions, except for the purposes of capturing or confirming address (whether or not built) details of third parties.
- (e) Except as set out in these End User Terms, you must not:
  - (i) transfer, assign, sell or licence 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 Not Yet Built, 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.
- (f) Permitted Users acknowledge that Not Yet Built relates to properties under development to which mail items cannot be dispatched and/or delivered. Subject to paragraph 2(g), Permitted Users:
  - (i) must not, and must procure that their Users must not, dispatch any items of mail to any not yet built address; and
  - (ii) must, and must ensure that their Users must, monitor and identify any returns of not yet built addresses in a Transaction for the purposes of complying with paragraph 2(f)(i).
- (g) If the User or Permitted User is reasonably satisfied that a particular not yet built address is in fact capable of receiving mail items, the User or Permitted User may dispatch and/or deliver mail items to that address, notwithstanding its inclusion in Not Yet Built.

**3. Subcontracting**

You may provide Not Yet Built to your subcontractors who may use it to the extent necessary for:







### **Schedule 3**

#### **Sign-Up Process**

1. From the Effective Date you may enlist Group Members as Permitted Users by using the portal provided on the PAF® Licensing Centre.
2. As part of this process, you will need to provide the name, the company registration number (where applicable), the registered address and the contact details of each Group Member to be enlisted as a Permitted User.
3. By enlisting Group Members as Permitted Users you confirm that each relevant Group Member has consented to Royal Mail's right to publish its information on the PAF® Licensing Centre in accordance with clause 9.3 of this Licence.
4. Group Members will only become Permitted Users and benefit from the rights granted by this Licence once Royal Mail has confirmed approval of their status as Permitted Users on the PAF® Licensing Centre.

## Schedule 4

### Bureau Services

1. The 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 all Permitted Users and Bureau Customers.
2. Permitted Users must not supply or provide access to a Cleansed Database to any person other than the relevant Bureau Customer or another Permitted User.
3. Permitted Users may only supply or provide access to Cleansed 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. Permitted Users and their Bureau Customers may use the following statement on their publicity and marketing material: "[Name] processes databases against Royal Mail's Not Yet Built databases" 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 in respect of Bureau Services 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 5

### Closed User Groups

1. You must notify Royal Mail further to clause 4.3 of:
  - (a) Permitted Users exercising Closed User Group Rights and the relevant CUG Purpose, and
  - (b) details of CUG Members.
2. In respect of Closed User Groups you must ensure that Not Yet Built is not used:
  - (a) by any person other than a CUG Member, except as this Schedule expressly permits, and
  - (b) in an electronic communications network except where that network is controlled by the CUG Owner and is subject to technical and security restrictions preventing access to it by persons who are not CUG 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 the premises of CUG Owners and each member of the relevant Closed User Group 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 Not Yet Built by CUG Owners and CUG Members subject to and as varied by the following use restrictions:
  - (a) Data Extraction is not permitted,
  - (b) the provision of access to Solutions for the purposes of capturing and confirming address (whether or not built) details of third parties is permitted provided that:
    - (i) such use is for the CUG Purpose, and
    - (ii) such third parties are customers or potential customers of the relevant Business Partner.
  - (c) Licence Fees, as calculated in accordance with the table below and paragraph (a), are payable in respect of each Closed User Group authorised by you, and are capped at **£3,690** per Closed User Group per year:

<b>Option</b>	<b>Fee (£ excluding VAT)</b>	<b>Payable</b>
User	10.20	Per year
Multiple User Block	612.00	Per year

- (a) Licence Fees in respect of each Closed User Group authorised by you are calculated on a per User basis and
  - (i) you must ensure that only Users in respect of whom you have paid Licence Fees use Not Yet Built;
  - (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.
- (b) 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.