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.

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4.4 Permitted Users must use Solutions and Not Yet Built in accordance with applicable law.

4.5 Except as permitted by this Licence, Permitted Users must not:

4.5.1 display or communicate to the public Not Yet Built or any part of it;

4.5.2 transfer, assign, sell or license (or permit use of) Not Yet Built or any part of it to any other person; or

4.5.3 copy, reproduce, extract, reutilise or publish Not Yet Built or any part of it.

4.6 Permitted Users must not remove any notice relating to Royal Mail's intellectual property rights in Not Yet Built.

4.7 Permitted Users may not advertise or promote Solutions as endorsed or approved by Royal Mail.

5. FEES AND REPORTING

5.1 You will pay Royal Mail Licence Fees calculated in accordance with, and perform your obligations set out in, Schedule 2.

5.2 You acknowledge that Licence Fees are payable by you in respect of all use of Not Yet Built by Permitted Users, unless otherwise set out in a Standard Not Yet Built Licence.

5.3 Subject to clause 5.1, no other licence fees (except licence fees in respect of Closed User Groups) shall be due or payable from any Permitted User under the terms of any Direct End-User Agreement for the duration of the Term. Where a Permitted User has paid licence fees contrary to this clause 5.3, Royal Mail may refund such payments in accordance with the provisions of the applicable Direct End-User Agreement.

5.4 Subject to clause 5.1, Royal Mail will not require any Solutions provider to return any licence fees (except licence fees in respect of closed user groups) to Royal Mail in respect of a Solutions Provider Agreement for the duration of the Term.

6. ROYAL MAIL RIGHTS

You acknowledge that Royal Mail is the owner of the intellectual property rights in Not Yet Built and the "Not Yet Built" brand and that Permitted Users do not acquire and are not granted any rights to use those intellectual property rights other than as this Licence expressly sets out.

7. CHANGES TO THE LICENCE

7.1 Except as set out in this clause, the terms of this Licence may only be changed if Royal Mail and you agree in writing.

7.2 Royal Mail may change the terms of this Licence (including changing the Licence Fees) on giving 3 months' notice published on the PAF® Licensing Centre:

7.2.1 where such change has previously been notified to and discussed with the PAF Advisory Board and OFCOM (or their respective successor bodies); or

7.2.2 if the change is necessary to comply with the law.

8. NOT YET BUILT DATA QUALITY

8.1 Royal Mail does not warrant the accuracy or completeness of Not Yet Built or that it will meet the requirements of any Permitted User.

8.2 The terms of this Licence exclude all warranties and conditions and any other term implied by any law, to the maximum extent permitted by law.

9. CONFIDENTIALITY

9.1 The Parties shall, in relation to any Confidential Information disclosed to one of them by or on behalf of the other (and you shall procure that each Permitted User in respect of such information):

9.1.1 keep it confidential and not disclose it to any other person other than to its professional advisers, employees, agents and contractors and any other Permitted Users on a need to know basis,

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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

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any previous fee increase notice. Your notice of termination further to this clause must be given within 1 month of the date of the fee increase notice.

12. **AFTER THE END OF THE LICENCE**

12.1 Termination of this Licence does not affect any payment obligations or rights to enforce this Licence which have already arisen.

12.2 The provisions of clauses (5, 9, 10, 12, 14 and 15) remain in force after termination of this Licence and will continue to bind members of your Group if they have ceased to be a Permitted User in accordance with clause 2.2.

12.3 With effect from the Relevant Date the licence granted under clause 1 ceases and you will procure that Permitted Use Ceases.

13. **MATTERS OUTSIDE THE PARTIES' CONTROL**

Except for payment of Licence Fees, neither Party will be liable for any failure to perform its obligations under this Licence if that failure is caused by a matter outside its reasonable control, but only if that Party:

(a) gives the other Party notice of that matter as soon as it can;

(b) continues to perform its obligations as much as possible apart from that matter;

(c) does what it can to minimise the effect of that matter; and

(d) restarts performance of all its obligations as soon as the effect of the matter has ended.

14. **TRANSFER, RIGHTS AND OBLIGATIONS OF THIRD PARTIES**

14.1 Permitted Users and entities that have previously qualified as Permitted Users may not assign their rights under this Licence to any person.

14.2 Permitted Users may permit their sub-contractors to use Not Yet Built in accordance with paragraph 3 of the End User Terms.

14.3 If Permitted Users permit access to Not Yet Built to sub-contractors further to clause 14.2 they are liable for any breaches of the terms of this Licence by any sub-contractor.

14.4 Permitted User's sub-contractors may only use Not Yet Built as set out in this clause.

15. **GENERAL MATTERS**

15.1 This Licence is governed by the laws of England and Wales. The Courts of England and Wales will determine any disputes arising over the terms of this Licence or your Permitted Users', use of Not Yet Built.

15.2 Royal Mail may notify you of communications required to be given further to this Licence using the PAF® Licensing Centre, provided that it emails you (at the email address you have notified to Royal Mail) of the posting of such communications at the PAF® Licensing Centre.

15.3 Except as permitted by clause 15.2, communications required to be given further to this Licence must be given in writing (and not by email) to a Party at its address notified during Licence Registration or, in Royal Mail's case, on the PAF® Licensing Centre (or as otherwise notified in writing). A notice served by hand is served when delivered, a notice sent by first class post is served 48 hours after posting and a notice served by fax is served when the fax is sent. If the communication is sent by a postal delivery service providing a written record of sending and delivery, the communication will be deemed to have been delivered on the date indicated in the record.

15.4 This Licence sets out the only terms on which you may use Not Yet Built for the purposes set out in this Licence and replaces any other terms or agreements between the Parties in relation to the use of Not Yet Built for such purposes. You acknowledge that when you entered this Licence you did not rely on any statements or promises in relation to Not Yet Built which are not contained or specifically referred to in this Licence.

15.5 This Licence does not confer any benefit on any person that is not a Party whether under the Contract (Rights of Third Parties) Act 1999 or otherwise save that a Permitted User may enforce its rights under this Licence to use Not Yet Built.

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15.6 Royal Mail may in any particular case give Permitted Users additional time to comply with their obligations under this Licence or decide not to exercise its rights, but this does not affect Royal Mail's right to enforce the terms of this Licence generally.

16. DEFINITIONS AND INTERPRETATION

16.1 In this Licence the following terms have the following meanings:

address	refers to an address to which mail can be delivered
Address Product	an address database product of Royal Mail offered through the PAF® Licensing Centre from time to time other than Not Yet Built
Address Product Licence	a licence for an Address Product on standard terms for specified uses made generally available by Royal Mail on the PAF® Licensing Centre or otherwise
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)
Bureau Customer	a customer for a Bureau Service
Bureau Service	a service comprising the Data Cleansing of a Database and the supply of the resulting Cleansed Database back to the relevant customer or Permitted User
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 Permitted User's network comprising that Permitted User and not less than 10 Business Partners all of a single type
Closed User Group Rights	the rights of use of Not Yet Built described in Schedule 5
Confidential Information	information of a confidential nature in whatever form and whether or not marked as confidential, relating to the business of a Party or any members of a Party's Group
Control	the power to direct the management or policies of a relevant legal entity, whether by operation of law, by contract or otherwise
CUG Member	a Permitted User or Business Partner who is a member of a Closed User Group
CUG Owner	the Permitted User promoting a Closed User Group
CUG 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
Data Cleansing	the processing of existing data records using Not Yet Built: (a) including validating, reformatting, correcting or appending additional data to those records, and (b) including the use of Not Yet Built within address capture applications, but (c) not including Data Extraction (whether carried out by an address capture application or otherwise), and **Cleansed** shall be read accordingly

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Data Extraction	the use of Not Yet Built or any part of it for the generation of new property or address records in a new or existing database
Database	a database of a Permitted User or a customer of a Permitted User
Delivery Service User	a customer of a Permitted User for delivery services relating to mail, packages or products
Direct End-User Agreement	an agreement known as the 'Not Yet Built Direct End User Licence' which is entered into between any Permitted User and Royal Mail for the use of Not Yet Built
Effective Date	the date notified to you by Royal Mail in its acceptance of your Licence Registration application
End Date	the date of expiry or termination of this Licence further to its terms
End User Terms	the terms set out in Schedule 1
Extracted Data	data created as a result of Data Extraction
Group	a Party and any legal entity which from time to time Controls, is Controlled by or is under common Control with the Party
Group Member	a member of your Group
Insolvent	in respect of a person, means that they are unable to pay their debts as they fall due, have a receiver or administrative receiver appointed over any of their assets, are the subject of an administrator's appointment or any steps taken or documents filed for such an appointment, make any arrangement with their creditors, enter into liquidation, cease to do business, or suffer an equivalent event in any territory in which they do business
licence fee year	as defined in Schedule 2 paragraph 2(d)
Licence Fees	the fees described in Schedule 2
Licence Registration	refers to your application for this Licence made through the PAF® Licensing Centre
Licence Year	each consecutive 12 month period during the Term (the first such period beginning on the Effective Date), and the period between the last day of such 12 month period and the End Date
Maximum Data Return	(i) Means in respect of a Transaction querying only Not Yet Built, data relating to 100 not yet built addresses, (ii) in respect of a Transaction querying solely Not Yet Built and another Address Product, data relating to 100 addresses (whether or not built)
month	refers to a calendar month
Multiple User Block	as defined in Schedule 5 paragraph 5(a)(iii)
Not Yet Built	Royal Mail's database known as 'Not Yet Built', which contains not yet built address records
not yet built address	refers to the address of a property under development to which mail items cannot be dispatched and/or delivered
Not Yet Built End User Agreement	a Direct End User Agreement or a Solutions Provider Agreement
PAF® Licensing Centre	Royal Mail's website at www.poweredbypaf.com/licensing-centre or such other website as Royal Mail may notify further to this Licence, providing a portal for the Sign-Up Process and listing the Permitted Users

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Party	either Royal Mail or you (and **Parties** shall be read accordingly)
Permitted Use Ceases	refers to the destruction by or on behalf of a Permitted User of all copies of Not Yet Built that it holds and the certification to Royal Mail that this has been done, provided that: (a) such Permitted User does not have a continuing right to use Not Yet Built under the terms of a Not Yet Built End User Agreement; and (b) unless it is party to a Not Yet Built End User Agreement, such Permitted User may retain one copy of Not Yet Built for archive purposes to be used only for reviewing its compliance with this Licence, satisfying legal or regulatory requirements, or in connection with legal proceedings
Permitted User	subject to clause 2.2, a Group Member that has been approved by Royal Mail as a Permitted User in accordance with the Sign-Up Process
Relevant Date	in respect of an entity which ceases to be a Permitted User further to clause 2.2, the date of that cessation, and in respect of termination of this Licence, the End Date
Report	as defined in Schedule 2 paragraph 1(b)
Royal Mail	Royal Mail Group Limited, acting by its Address Management Unit
RPI	the retail prices index (all items) (or a replacement index most closely resembling it) published by the Office for National Statistics (or any successor to that Office)
Sign-Up Process	the process set out at Schedule 3
Solution	a product or service or other solution which benefits from or includes Not Yet Built (including the provision of Not Yet Built itself), in whatever form, however produced or distributed and whether or not including other functionality, services, software or data
Solutions Provider Agreement	an agreement entered into between any Permitted User and a Solution provider for the use of Not Yet Built
Standard Not Yet Built Licence	a licence (other than a licence on the terms of this Licence) for the use of Not Yet Built 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 addresses (whether or not built) 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	in response to a query relating to any part of the Not Yet Built, the verification of that query or the return of data of up to the Maximum Data Return: (a) whether the whole or part of any not yet built address is 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

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	with the customers of Permitted Users for products and services, made generally available to such customers
Website Use	the use of Not Yet Built to capture or verify address (whether or not built) details of users of Permitted Users' Websites where: (a) Website users are not employees of Permitted Users or concerned with the provision of services to Permitted Users (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 (whether or not built) data or Data Cleansing, and (c) the address (whether or not built) 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 **your** shall be read accordingly)

16.2 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.

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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:

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(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 Not Yet Built 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 Not Yet Built 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.

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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 and any other Permitted Users provided during Licence Registration or pursuant to Schedule 3 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 Not Yet Built made by Permitted Users using our reporting forms (as we update them from time to time) (**Report**).

(c) You must notify us of any changes to Permitted Users' use of Not Yet Built as soon as reasonably practicable.

(d) On our request from time to time you must provide us with the details of Permitted Users' use of Not Yet Built 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) Licence Fees are payable per annum as follows:

Option	*Full UK Fee (£ excluding VAT)*	*Payable*
Transactions or Website Use querying solely NYB	24,000.00	Per year
Transactions or Website Use querying both NYB and PAF	224,000.00	Per year
Transactions or Website Use querying all of NYB, PAF and MR	248,000.00	Per year

In the table above:

"**MR**" refers to the Address Product known as 'Multiple Residence'

"**PAF**" refers to the Address Product known as 'PAF®', and including the database known as the 'Alias File'

"**NYB**" refers to Not Yet Built

"**Full UK**" refers to Not Yet Built comprising data relating to all geographic areas defined by the first or first and second alphabetic characters of the postcode

The Licence Fees specified above for the Full UK version of Not Yet Built are payable in respect of any part version of Not Yet Built.

Licence Fees cover unlimited User numbers.

(b) If Licence Fees are payable for a Transaction or Website Use for querying Not Yet Built and one or more other Address Product(s), no other fee applies to that Transaction or Website Use (notwithstanding the provisions of the Address Product Licence(s) applicable to that, or those additional Address Product(s)).

(c) In respect of a Solution, if a User can access or query Not Yet Built and one or more other Address Product(s) pursuant to a single access or query request, then you must elect to calculate Licence Fees for Not Yet Built on the same basis as elected under the Address Product Licence(s) applicable to that, or those additional Address Product(s).

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 a Permitted User's use of Not Yet Built commences (the **licence fee year**).

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Maximum Data Return

(e) The Licence Fees above authorise your Website Use. You must ensure that no single Website Use Transaction results in a return of Not Yet Built 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 4.

(b) Fees payable in respect of Closed User Groups are set out in Schedule 5.

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, and procure that all Permitted Users keep, an accurate record of all Not Yet Built 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, and procure that any Permitted Users 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 (including those of any Permitted Users) 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, or any other Permitted User's, 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.

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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.

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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 £420 per licence fee year.

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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 £5,250 per Closed User Group per year:

Option	***Fee (£ excluding VAT)***	***Payable***
User	14.25	Per year
Multiple User Block	870.00	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.

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