

Supply of Services Agreement

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This Agreement is dated **[Date]**

This Agreement is made between:

- (1) **Ordnance Survey Limited**, a company registered in England and Wales (company registration number 09121572) whose registered address is at Explorer House, Adanac Drive, SOUTHAMPTON, UK, SO16 0AS (**OS**); **OS** and
- (2) **HM Land Registry** acting on behalf of the Crown of Trafalgar House, 1 Bedford Park, Croydon, CR0 2AQ (HMLR).

Agreed Terms:

1 INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions

Expression	Meaning
Confidential Information	means any information that is marked or identified as confidential, or that would reasonably be considered to be confidential in nature, that relates to the affairs of a party and is acquired by the other party in anticipation of or as a result of the Agreement, but excludes any information which is in the public domain (other than through the breach of any obligation of confidentiality) or which a party can demonstrate was independently developed by it without the use of any Confidential Information;
HMLR's Equipment	any equipment, systems, cabling or facilities provided by HMLR and used directly or indirectly in the supply of the Services.
HMLR's Manager	HMLR's manager appointed in accordance with clause 5.1.
Data Protection Legislation	the UK Data Protection Legislation and any other legislation relating to personal data including the GDPR and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
Deliverables	all Documents, products and materials developed by OS or its agents, subcontractors, consultants and employees in relation to Project Plan and / or the Services in any form, including computer programs, data, reports and specifications (including drafts) or as otherwise specified in the Project Plan.
Document	includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
EIR	Environmental Information Regulations 2004.
FOIA	Freedom of Information Act 2000.
Force Majeure Event	(a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion or accident.
In-put Material	all Documents, information and materials provided by HMLR relating to the Services, including computer programs, data, reports and specifications.

Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Personnel	means all individuals, employees, agents, consultants, directors, professional advisers, contractors and staff engaged by either Party or acting on that Party's behalf. For the avoidance of doubt, this includes individuals employed or engaged via a limited company, or via a managed or personal services company;
Pre-existing Materials	all Documents, information and materials provided by the OS relating to the Services which existed prior to the commencement of this Agreement.
OS Data	means data which OS either owns or which OS licenses from a third party (including the Crown).
Services	the services to be provided by the OS under this Agreement as set out in Schedule 1 together with any other services which the OS provides or agrees to provide to HMLR in writing.
OS's Equipment	any equipment, including tools, systems, cabling or facilities, provided by OS or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to HMLR.
OS's Manager	OS's manager for the Services appointed under clause 4.3.
VAT	value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party or person shall include that party's or person's personal representatives, successors and permitted assigns.

2 COMMENCEMENT AND DURATION

- 2.1 OS shall provide the Services to HMLR on the terms and conditions of this Agreement.
- 2.2 OS shall provide the Services to HMLR from the date specified in Schedule 1 for the period of the Term as set out in Schedule 1, unless this Agreement is terminated in accordance with Clause 12.

3 NOT USED

4 OS'S OBLIGATIONS

- 4.1 OS shall use reasonable endeavours to provide the Services, and to deliver the Deliverables to HMLR, in accordance with Schedule 1 in all material respects.
- 4.2 OS shall use reasonable endeavours to meet any performance dates specified in Schedule 1, but any such dates shall be estimates only and time for performance by the OS shall not be of the essence of this Agreement.
- 4.3 OS shall appoint OS's Manager who shall have authority contractually to bind OS on all matters relating to the Services. OS shall use reasonable endeavours to ensure that the same person acts as the OS's Manager throughout the term of this Agreement, but may replace him / her from time to time where reasonably necessary in the interests of the OS's business.
- 4.4 OS shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at HMLR's premises and that have been communicated to it under clause 5.1(e), provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

5 HMLR'S OBLIGATIONS

- 5.1 HMLR shall:
- (a) co-operate with OS in all matters relating to the Services and appoint HMLR's Manager in relation to the Services, who shall have the authority contractually to bind HMLR on matters relating to the Services;
 - (b) subject to its prior written consent and security clearances, provide, for OS and its Personnel, in a timely manner and at no charge, access to HMLR's premises, office accommodation, data and other facilities as reasonably required by the OS for the delivery of the Services;
 - (c) provide, in a timely manner, such In-put Material and other information as OS may reasonably require, and ensure that it is accurate in all material respects;
 - (d) not used;
 - (e) inform OS of all health and safety rules and regulations and any other reasonable security requirements that apply at HMLR's premises;
 - (f) ensure that all HMLR's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements or their equivalent;
 - (g) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of OS's Equipment, the use of In-put Material and the use of HMLR's Equipment in relation to OS's Equipment in all cases before the date on which the Services are to start;
 - (h) keep and maintain OS's Equipment in good condition or in accordance with OS's instructions as notified in writing by OS's Manager and shall not dispose of or use OS's Equipment other than in accordance with OS's written instructions or authorisation.
- 5.2 If OS's performance of its obligations under this Agreement is prevented or delayed by any act or omission of HMLR or its Personnel, OS shall not be liable for any costs, charges or losses sustained or incurred by HMLR that arise directly or indirectly from such prevention or delay.

- 5.4 HMLR shall not, without the prior written consent of the OS, at any time from the date of this Agreement to the expiry of 12 months after the last date of supply of the Services, solicit or entice away from the OS or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the OS in the provision of the Services.

6 CHANGE CONTROL

- 6.1 HMLR's Manager and OS's Manager shall meet at least once every [PERIOD OF TIME] to discuss matters relating to the Services. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.
- 6.2 If either party requests a change to the scope or execution of the Services, the OS shall, within a reasonable time, provide a written estimate to HMLR of:
- (a) the likely time required to implement the change;
 - (b) any necessary variations to OS's charges arising from the change;
 - (c) the likely effect of the change to the time for delivery of the Services; and
 - (d) any other impact of the change on this Agreement.
- 6.3 If HMLR wishes the OS to proceed with the change, OS has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Services and any other relevant terms of this Agreement to take account of the change and this Agreement has been varied in accordance with Clause 15.
- 6.4 Notwithstanding clause 6.3, OS may, from time to time and without notice, change the Services to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. If OS requests a change to the scope of the Services for any other reason, HMLR shall not unreasonably withhold or delay consent to it.

7 CHARGES AND PAYMENT

- 7.1 In consideration of the provision of the Services by OS, HMLR shall pay the charges as set out in Schedule 2 ('the Charges'), which shall specify whether they shall be on a time and materials basis, a fixed price basis or a combination of both. Clause 7.2 shall apply if OS provides Services on a time and materials basis and Clause 7.3 shall apply if the OS provides Services for a fixed price. The remainder of this clause 7 shall apply in either case.
- 7.2 Where Services are provided on a time and materials basis:
- (a) the charges payable for the Services shall be calculated in accordance with the daily rate set out in Schedule 2.
 - (b) all charges quoted to HMLR shall be exclusive of VAT, which OS shall add to its invoices at the appropriate rate;
 - (c) OS shall invoice HMLR monthly in arrear for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this Clause 7.2 and Clause 7.4.
- 7.3 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in Schedule 2. HMLR shall pay the total price to OS (without deduction or set-off) as set out in Schedule 2.
- 7.4 [REDACTED]
- 7.5 HMLR shall pay each undisputed invoice submitted to it by OS, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by OS.

- 7.6 Without prejudice to any other right or remedy that it may have, if HMLR fails to pay OS on the due date:
- (a) HMLR shall pay interest on the overdue amount at the rate of 3% per annum above HSBC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. HMLR shall pay the interest together with the overdue amount; and
 - (b) OS may suspend all Services until payment has been made in full.
- 7.7 All sums payable to OS under this Agreement shall become due immediately on its termination, despite any other provision. This Clause 7.7 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.
- 7.8 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8 INTELLECTUAL PROPERTY RIGHTS

- 8.2 HMLR acknowledges that, where OS does not own any of the Pre-existing Materials, HMLR's use of rights in Pre-existing Materials is conditional on OS obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle OS to license such rights to HMLR.
- 8.3 In the event that OS supplies OS Data as part of the Services, such OS Data shall be licenced under OS's standard licensing terms. In the event of conflict between the terms of this Agreement and OS's standard licensing terms, the latter shall take precedence.

9 CONFIDENTIALITY AND OS's PROPERTY

- 9.1 Each Party undertakes to the other Party that it shall not at any time during this Agreement, and for a period of three (3) years after termination of this Agreement, disclose to any person Confidential Information disclosed to the recipient party by the disclosing party or its Personnel or of any member of the group of companies to which the disclosing party belongs and any other confidential information concerning the other Party's business or its products which the recipient party may obtain, except as permitted by Clause 9.2.
- 9.2 The recipient party may disclose the other Party's Confidential Information:
- (a) to its Personnel who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its Personnel to whom it discloses the other Party's Confidential Information comply with this clause 9; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3 The recipient party shall not use the disclosing party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 9.4 All materials, equipment and tools, drawings, specifications and data supplied by the disclosing party to the recipient party (including Pre-existing Materials, OS Data and OS's Equipment) shall, at all times, be and remain as between the OS and HMLR the exclusive property of the disclosing party, but shall be held by the recipient party in safe custody at its own risk and maintained and kept in good condition by the recipient party until returned to the disclosing party, and shall not be disposed of or used other than in accordance with the disclosing party's written instructions or authorisation.

10 LIMITATION OF LIABILITY

- 10.1 Nothing in this Agreement shall exclude or limit either Party's liability for:
- a. death or personal injury to the extent it results from its negligence, or that of its Personnel; or

- b. fraud or fraudulent misrepresentation; or
- c. breach of the *Bribery Act 2010*; or
- d. breach of anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force; or
- e. breach of its Confidentiality obligations as identified in Clause 9; or
- f. infringement of Intellectual Property Rights as identified in Clause 8.

10.3 Neither Party will be liable to the other in contract, tort (including negligence) or otherwise for any loss of profits, loss of business or loss of contracts (in each case whether direct or indirect) or for any special, indirect or consequential losses or damages.

11 DATA PROTECTION

Each Party shall comply with the provisions of the Data Protection Legislation.

12 TERMINATION

12.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 5 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the *Insolvency Act 1986* or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the *Insolvency Act 1986* or (being a partnership) has any partner to whom any of the foregoing apply;
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) the other party (being an individual) is the subject of a bankruptcy petition or order;

- (k) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (l) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1(d) to clause 12.1(k) (inclusive);
- (m) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13 CONSEQUENCES OF TERMINATION

13.1 On termination or expiry of this Agreement:

- (a) HMLR shall immediately pay to OS all of OS's outstanding undisputed, unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, OS may submit an invoice, which shall provided it is undisputed by HMLR, be payable immediately on receipt;
- (b) HMLR shall, within a reasonable time, return all of OS's Equipment, Pre-existing Materials and Deliverables and OS Data. If HMLR fails to do so, then the OS may enter HMLR's premises and take possession of them. Until they have been returned or repossessed, HMLR shall be solely responsible for their safe keeping;
- (c) the following clauses shall continue in force: Clause 8 (Intellectual property rights), Clause 9 (Confidentiality), Clause 10 (Limitation of Liability), Clause 13.1, Clause 25 (Notices), Clause 27 (Dispute Resolution)..

13.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

14 FORCE MAJEURE

14.1 Provided it has complied with Clause 14.33, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

14.2 The corresponding obligations of the other Party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

14.3 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

14.4 If the Force Majeure Event prevails for a continuous period of more than two months, either Party may terminate this Agreement by giving 30 days' written notice to all the other Party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination.

15 VARIATION

15.1 Subject to Clause 8.3, no conditions appearing in any quotation, correspondence, acknowledgement of order or other document issued by or put forward at any time by OS shall form any part of this Agreement.

15.2 Subject to Clause 6, the terms of this Agreement may only be varied by a written Agreement signed by the authorised representatives of OS and HMLR.

16 BRIBERY, CORRUPT GIFTS AND PAYMENTS

- 16.1 The Parties each warrant that they have not, will not and will apply best endeavours to ensure that any employee or third party acting on their behalf will not and has not offered, given, requested or received any gift or dishonest consideration of any kind as an inducement or reward for:
- 16.1.1 doing or not doing any act in relation to the obtaining of this Agreement or performance of these terms; or
 - 16.1.2 for showing or not showing favour or disfavour to any person in relation to these terms.
- 16.2 The Parties each warrant and undertake to comply at all times with anti-bribery and corruption legislation, laws and regulations in all jurisdictions and not to perform their respective obligations or otherwise do or omit to do anything in connection with this Agreement so as to cause either of the Parties to breach any of the legislation, laws or regulations and in particular they have not in connection with this Agreement committed and will not commit any offence:
- 16.2.1 under the Bribery Act 2010 or other legislation, laws or regulations in force in England creating offences in respect of bribery and corruption;
 - 16.2.2 under legislation or other laws or regulations in force in any jurisdiction creating offences in respect of bribery and corruption;
 - 16.2.3 under legislation, laws or regulations creating offences in respect of fraudulent acts.
- 16.3 Any breach of this Clause 16 shall entitle the other Party, with no liability whatsoever to the Party in breach, to terminate this Agreement with immediate effect by notice in writing and to recover any loss resulting from such termination from the Party in breach.

17 MODERN SLAVERY ACT 2015

- 17.1 The Parties each warrant and undertake that in connection with this Agreement:
- 17.1.1 to comply at all times with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the *Modern Slavery Act 2015*, and not to perform its obligations or otherwise do anything or omit to do anything under or in connection with this Agreement in such a way as to cause it to be in breach of any such legislation, laws or regulations; and
 - 17.1.2 to ensure that its subcontractors, employees or third parties acting on its behalf shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the *Modern Slavery Act 2015*.
 - 17.1.3 neither Party nor any of its Personnel acting on its behalf:
 - 17.1.3.1 has been convicted of any offence involving slavery or human trafficking; and
 - 17.1.3.2 to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery or human trafficking.
- 17.2 The Parties shall implement due diligence procedures for each of its Personnel, suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 17.3 Each Party shall notify the other Party as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.
- 17.4 Any breach of this Clause 17 shall entitle the other Party, with no liability whatsoever to the breaching Party, to terminate the Agreement with immediate effect by notice in writing and to recover from the breaching Party the amount of any loss resulting from such termination.

18 FOI AND EIR

- 18.1 Each Party acknowledges that the other Party is subject to the requirements of FOIA and EIR and shall assist and cooperate each with the other to enable compliance with its information disclosure obligations if required.

19 WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20 SEVERANCE

- 20.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 20.2 If one Party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

21 ENTIRE AGREEMENT

- 21.1 With the exception of the Memorandum of Understanding between the parties dated [XXX] [REDACTED] this Agreement constitutes the entire agreement between the parties in relation to the Services and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 21.2 In relation to the Services, each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 21.3 Nothing in this clause shall limit or exclude any liability for fraud.

22 ASSIGNMENT AND SUB-CONTRACTING

- 22.1 This Agreement is personal to HMLR and HMLR shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 22.2 Subject to HMLR's prior written consent, not to be unreasonably withheld or delayed, OS may at any time assign or subcontract in any other manner with any or all of its rights and obligations under this Agreement.

23 NO PARTNERSHIP OR AGENCY

- 23.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other party.
- 23.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

24 THIRD PARTY RIGHTS

A person who is not a Party to this Agreement has no right under this *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any terms of this Agreement.

25 NOTICES

- 25.1 A notice given to a Party under or in connection with this Agreement shall be in writing and sent to the Party at the address given in this Agreement or as otherwise notified in writing to the other Party.
- 25.2 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt.
Pre-paid first class or recorded delivery post or other next Working Day delivery service providing proof of delivery.	9:00am on the second Working Day after posting or at the time recorded by the delivery service.
Pre-paid airmail providing proof of delivery.	9:00am on the fifth Working Day after posting or at the time recorded by the delivery service.

- 25.3 For the purpose of Clause 25.2:
- 25.4 all references to time are to local time in the place of deemed receipt; and
- 25.5 if deemed receipt would occur in the place of deemed receipt on a day that is not a Working Day then receipt is deemed to take place at 9.00 am on the next Working Day.
- 25.6 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 25.7 A notice given under this Agreement is not valid if sent by e-mail.

26 COUNTERPARTS

- 26.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 26.2 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

27 DISPUTE RESOLUTION

- 27.1 Subject to Clause 25.2, the Parties agree that any disputes or disagreements will be resolved in the following way:
- 27.1.1 by discussion between the representatives of HMLR and OS;
- 27.1.2 if no agreement is reached within 10 Working Days of the first request of either Party for the meeting or discussion referred to in Clause 25.1.1, the dispute shall be escalated to the [TITLE] at OS and a representative of HMLR of comparable position;
- 27.1.3 if no agreement is reached within 10 Working Days of the first request of either Party for the meeting or discussion referred to in Clause 25.1.2, the dispute shall be escalated to an appropriate Director of OS and a Director or equivalent of HMLR; or
- 27.1.4 if no agreement is reached within a reasonable period pursuant to Clause 25.1.3, the dispute may be referred to the English courts.
- 27.2 Either Party may refer disputes involving Confidential Information, intellectual property matters (including but not limited to matters in respect of Intellectual Property Rights) and debt to the English courts immediately.
- 27.3 This Agreement will be governed by and construed in accordance with English law and the exclusive jurisdiction of the English Courts.

This Agreement has been entered into on the date stated at the beginning of it.

Signing

Signed for and on behalf of **Ordnance Survey Limited**

Signature

Name

Title

Date

Having read and understood this Memorandum signed
for and on behalf of **His Majesty’s Land Registry**

Signature

Name

Title

Date

Schedule 1 Services

[DESCRIPTION OF THE SERVICES TO BE PROVIDED UNDER THE AGREEMENT TO INCLUDE THE COMMENCEMENT DATE OF THE SERVICES AND THE DATE BY WHICH THE SERVICES ARE TO BE PROVIDED, THE RATES / FIXED PRICE, THE OS DATA AND LINK TO STAND

Except as otherwise expressly stated in this Schedule, the defined terms in this Schedule shall have the same meanings as the defined terms in this Agreement. In the event of conflict or ambiguity between this Agreement and this Schedule, this Agreement shall prevail.

Term

This Agreement shall commence on [insert date] (the **Commencement Date**) and without prejudice to the early termination rights set out in the Conditions, shall continue for an initial period of [insert duration] (the **Term**). The Parties may, by written mutual agreement, extend this Agreement for a further [insert duration].

Detailed Services to be provided (specifically, the Deliverables and, if appropriate, specification)

[Insert details]

Delivery Timescale:

[Insert details]

Premises (where the Services and Project are to be provided)

[This section, including the heading above, will be deleted if no description is given]

Schedule 2 Charges

Part 1. Charge

[DETAILS OF PRICE, FOR EXAMPLE THE FIXED PRICE OR DAILY RATE.]

Part 2. Payment

[THE PAYMENT SCHEDULE, WHICH SHOULD INCLUDE THE DATES ON WHICH INSTALMENTS ARE TO BE INVOICED AND THE AMOUNT OF EACH INSTALMENT.]