

Data Co-operation Agreement

Between:

(1) **Authority name**.....

- and -

(2) **GeoPlace® LLP**, a limited liability partnership with registered number OC359627, 157-197 Buckingham Palace Road, London SW1W 9SZ.

Unclassified

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This Agreement is made**2012****Between:**

(1) [Authority name]
of
[address]

(the **Authority**);

(2) GeoPlace LLP, a limited liability partnership with registered number OC359627 and whose trading address is at 157-197 Buckingham Palace Road, London SW1W 9SZ (**GeoPlace**).

Recitals

- A Local authorities have a range of statutory responsibilities (which vary according to the type of authority) connected to the creation, maintenance and availability of address and street information¹.
- B Ordnance Survey has a public task to collect and maintain uniform datasets with national coverage forming the official record of the natural and built environment of Great Britain, including high resolution address data and transport networks.
- C With effect from 1 April 2011, local government and other public bodies were eligible to enter into a PSMA Member Licence with Ordnance Survey, to use Ordnance Survey data for Core Business (as defined in the PSMA Member Licence). As of 1 April 2020, the PSMA Member Licence was replaced with the PSGA Member Licence. The PSGA provides a standard set of geographic information to the public sector to deliver efficiency savings and improvements in public service delivery. The PSGA Member Licence (in clause 4.4) obliges relevant local authorities to enter into and comply with this Agreement.
- D Recognising local government as the primary source of new address and street information and Ordnance Survey's public task, the Local Government Association and Ordnance Survey established a joint venture (named GeoPlace LLP) on the 1st April 2011, as a vehicle to create definitive national databases of addresses and streets. GeoPlace achieves this by collecting address and street information from local authorities, in the form of Authority Updates, matching and cross referencing the Authority Updates to data which are variously owned by GeoPlace, Ordnance Survey, IDeA and other third parties. The results are stored in the GeoPlace Databases, and are used to create:
 - i) Addressing Datasets which shall be licensed by Ordnance Survey to users, including under the PSGA Member Licence (which for the avoidance of doubt enables licensed use of an LLPG); and

- ii) the NSG to support local government's statutory responsibilities with respect to streets or roads and various types of street works activities. For the time being usage of the NSG and/or LSG is subject to underlying Ordnance Survey licences being in place and access to the NSG is provided via the GeoPlace website. The NSG also supports a range of street and transport products licensed by Ordnance Survey, including through the PSGA.

E Under this Agreement GeoPlace will provide GeoPlace Services to the Authority to support improvements in address and street information management by the Authority. Except in the case of Essential Support and Emergency Measures, no fees are charged by GeoPlace under this Agreement. Any charges associated with Essential Support and Emergency Measures are provided on a marginal cost basis.

It is hereby agreed as follows:

1 Definitions and interpretation

1.1 In this Agreement the following definitions shall apply:

Expression	Meaning
Additional Third Party Data	means the data described in Schedule 9;
Addressing Datasets	has the same meaning as set out in the PSGA Member Licence;
Authority Address Custodian	means the Authority address custodian responsible for Authority Updates relating to addresses as specified in Schedule 1, to be appointed in accordance with clause 10;
Authority Address Updates Improvement Schedule	has the meaning ascribed thereto in Part C of Schedule 1;
Authority Area	means the geographical area of the Authority as defined by statute;
Authority Contact(s)	means the Authority Address Custodian and/or Authority Street Custodian, additional Authority Address Custodian contact and/or Authority Street Custodian contact where appropriate, the Authority Principal Contact, the Authority's street naming and numbering officer (or equivalent), Additional Street Data (ASD) maintainer (or equivalent), traffic manager (or equivalent), the public right of way definitive plan/map officer (or equivalent) and the Authority's street works manager (or equivalent), together with such other contacts as GeoPlace

¹ Such street and address information contains, but is not limited to the following: details of land, buildings and sub divisions thereof, property and fixed structures, street and property names, numbers and addresses, geographic and administrative location including real world objects without a postal address and where applicable details of street assets, ownership rights and maintenance obligations, traffic regulation orders, public rights of way, wayleaves, rights of access, street works designations and notifications of all streets or roads within an Authority Area.

	requests from time to time in connection with this Agreement;
Authority Contacts Executive	means a forum for representatives of GeoPlace and the Participating Authorities as further described in Schedule 5;
Authority Default	means a material breach by the Authority of any of its obligations under this Agreement, including without limitation (i) a breach which adversely affects the ability of GeoPlace to perform its obligations under this Agreement, and (ii) a breach by the Authority of its obligation to permit GeoPlace to exercise Emergency Measures pursuant to Schedule 3;
Authority Owned Data	means any data included within the Authority Updates, to the extent they are not derived from and do not contain IPR from the Supplied Data;
Authority Principal Contact	means the Authority's Principal Contact, as notified to GeoPlace in accordance with clause 10;
Authority Services	means the services to be provided by the Authority to GeoPlace pursuant to this Agreement, in particular as set out in clause 6.1.2 and Schedule 1;
Authority Street Custodian	means the Authority street custodian responsible for Authority Updates relating to streets as specified in Schedule 1, to be appointed in accordance with clause 10;
Authority Street Updates Improvement Schedule	has the meaning ascribed thereto in Part D of Schedule 1;
Authority Updates	means Authority address updates as described in Part A of Schedule 1 and Authority street updates as described in Part B of Schedule 1;
Commercially Sensitive Information	means the Standards in Schedule 2 and the Essential Support Charges and charges relating to Emergency Measures together with all information designated commercially sensitive by either party in writing;
Confidential Information	means all information designated as such by either party in writing together with all other information including, for the avoidance of doubt, Commercially Sensitive Information, which relates to the business, affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of either party or information which may reasonably be regarded as the confidential information of the disclosing party. For the avoidance of doubt, with the exception of Commercially Sensitive Information, the terms of this Agreement will not be Confidential Information;
Contractor Licence	means a licence entered into between the Authority and a contractor pursuant to clause 2.2, as described in clause 6.1.4;

Data Controller	has the meaning given in the Data Protection Legislation;
Data Entry Conventions and Best Practice or DEC	means the current versions of the GeoPlace Data Entry Conventions and Best Practice for addresses and / or streets, as applicable and as may be revised in agreement with the Authority Contacts Executive and made available by GeoPlace via its website from time to time;
Data Protection Legislation	means the UK Data Protection Legislation and any other European Union legislation relating to personal data 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);
Data Transfer Format	means the current versions of the GeoPlace Data Transfer Format for addresses and / or streets (including the format, associated schema and specification), as applicable and as may be revised in agreement with the Authority Contacts Executive and made available by GeoPlace via its website from time to time;
Disclosure Request	means a request for information relating to this Agreement (including its Schedules) pursuant to the FOIA or EIR;
Dispute Resolution Procedure	means the procedure set out in clause 24 of this Agreement;
Effective Date	means 1 April 2012;
EIR	means the <i>Environmental Information Regulations 2004</i> together with any guidance and/or codes of practice issues by the Information Commissioner in relation to such regulations;
Emergency Measures	has the meaning ascribed thereto in paragraph 4 of Schedule 3;
Essential Support	means the essential support functions that may be provided by GeoPlace as described in Schedule 3;
Essential Support Charges	means the charges in relation to Essential Support, as set out in Schedule 3;
Expiry Date	means the date upon which this Agreement shall expire in accordance with clause 4;
FTP	means File Transfer Protocol, until a date to be notified by GeoPlace to the Authority on no less than one year's notice (such date not to be before 1 January 2023), from which date FTP will mean Secure File Transfer Protocol (SFTP);
FindMyAddress Service	means the web-service described in Service number 122 in the Table in paragraph 1 of Part A of Schedule 2;
FindMyStreet Service	means the web-service described in Service number 222 in the Table in paragraph 2 of Part A of Schedule 2;

FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
GeoPlace Databases	means the NAG and the NSG;
GeoPlace Default	means <ul style="list-style-type: none">i) a material breach by GeoPlace of any of its obligations under this Agreement; orii) where GeoPlace:<ul style="list-style-type: none">a) is unable to pay its debts within the meaning of Section 123 of the <i>Insolvency Act 1986</i>;b) has a receiver, administrative receiver, administrator or similar officer appointed over all or any part of its assets or undertaking;c) makes an assignment for the benefit of, or a composition with, its creditors generally or another arrangement of similar import;d) commits an act of bankruptcy or goes into liquidation or is the subject of a petition for bankruptcy or a winding up order otherwise than for the purposes of a bona fide amalgamation or restructuring; and/ore) undergoes any process similar to the matters referred to in 1 to 4 above in any jurisdiction other than the UK;
GeoPlace Services	means the services to be provided to the Authority by GeoPlace pursuant to this Agreement (and, in particular, as set out in Schedule 2;
Highways Datasets	means OS MasterMap® Highways Network and OS Open Roads;
IDeA	means the Improvement and Development Agency for Local Government, a company limited by guarantee, with company registration number 03675577, and whose registered office is 18 Smith Square, London, England, SW1P 3HZ;
Intellectual Property Rights or IPR	means patents, trademarks, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, know how, topography rights, rights of confidence, trade or business names and other similar rights or obligations, whether registrable or not in any country;
LLPG	means a Local Land and Property Gazetteer maintained by the Authority for the purpose of providing Authority address updates (as described in Schedule 1, Part A) pursuant to this Agreement;
LSG	means a Local Street Gazetteer maintained by the Authority for the purpose of providing Authority street updates (as described in Schedule 1, Part B) pursuant to this Agreement;

NAG	means the National Address Gazetteer, a production database created by GeoPlace including data which are variously owned by GeoPlace, IDeA, Ordnance Survey, Participating Authorities and other third parties, and which is used in the creation of Addressing Datasets;
NSG	means the National Street Gazetteer formed of Authority street updates as described in Part B of Schedule 1 currently made available as described in Recital D ii);
OS or Ordnance Survey	means Ordnance Survey Limited, a company wholly owned by government, registered in England and Wales (company registration number 09121572) whose registered address is at Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS;
OS Data	means the following data that is owned or licensed by Ordnance Survey (including under the Crown Rights Agreement between Ordnance Survey and the Keeper of Public Records): AddressBase® products, OS MasterMap® Topography Layer, Highways Datasets, and Code-Point with Polygons, plus any other OS data (currently including OWPAS and feedback from OS analysis of data received from GeoPlace, and feedback from OS surveyors) agreed between Ordnance Survey and GeoPlace from time to time;
PAF	means the database, or any part of it, known as the 'Postcode Address File' containing all known delivery address and Postcode information in the United Kingdom as may be amended from time to time. 'PAF' is a registered trade mark of Royal Mail;
Participating Authority	means the Authority and any authority that enters into an Agreement with GeoPlace on the same terms as this Agreement;
Personal Data	has the meaning given in the Data Protection Legislation;
Private Street Managers	means the people or organisations responsible for the maintenance of unadopted roads;
PSGA	means the Public Sector Geospatial Agreement between OS and the Minister for the Cabinet Office as part of the Crown, acting through an expert committee of the Cabinet Office, the Geospatial Commission;
PSGA Data Fees	means the fees determined by GeoPlace, and set out in the Authority Address Updates Improvement Schedule;
PSGA Member Licence	means the licence entered into by the Authority and OS pursuant to the PSGA (or a licence for the same products and coverage, and granting substantially the same licensed use rights, that replaces such licence);
PSMA	means the Public Sector Mapping Agreement between OS and,

originally, the Secretary of State for Communities and Local Government acting through the Department for Communities and Local Government (as subsequently transferred to the Secretary of State for Business, Innovation and Skills, and then to the Secretary of State for Business, Energy and Industrial Strategy, and then to the Minister for the Cabinet Office as part of the Crown, acting through an expert committee of the Cabinet Office, the Geospatial Commission);

PSMA Member Licence	means the licence which was formerly available to be entered into by public sector bodies and OS pursuant to the PSMA;
Royal Mail	means Royal Mail Group Limited;
Royal Mail Data	means PAF, including any extracts from or updates to the same;
Standard Services	means the GeoPlace Services which the Authority becomes entitled to receive as a result of its execution of this Agreement, which for the avoidance of doubt excludes the Essential Support;
Standards	means the service levels to which GeoPlace shall supply the GeoPlace Services as set out in Schedule 2 (Part B);
Statutory Undertaker	means a licensed organisation that has been allocated a Street Works Act (SWA) code by GeoPlace to carry out street works;
Supplied Data	means extracts from the GeoPlace Databases, OS Data (OS Data being supplied to the Authority by OS pursuant to the PSGA Member Licence), Royal Mail Data, VOA Data, data received from any other Participating Authority or Transport Authority, and Additional Third Party Data, in each case for an area of coverage equivalent to the Authority Area, supplied for the purposes described in clause 2.1;
Transport Authorities	means Highways England, Welsh Government (and its trunk road agencies), Transport for London and Network Rail;
UK Data Protection Legislation	means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
VOA Data	means data licensed by GeoPlace from the Valuation Office Agency, including Council Tax and Non-Domestic Rates updates;
Working Day	means a twenty four (24) hour period in the week excluding weekends, public and bank holidays in England and Wales.

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- 1.2 In this Agreement unless the context otherwise requires:
- 1.2.1 words in the singular include the plural and words in the plural include the singular;
 - 1.2.2 references to clauses and Schedules are references to the clauses and Schedules of this Agreement, unless stated;
 - 1.2.3 references to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

2 Grant of Licence by GeoPlace

- 2.1 GeoPlace grants the Authority a non-exclusive, royalty-free licence to use the Supplied Data for, subject to clause 2.3, the sole purpose of producing the Authority Updates, and supplying them to GeoPlace for incorporation into the GeoPlace Databases. For the avoidance of doubt, subject to clause 2.3:
- 2.1.1 the Authority's sole permitted use of OS Data under this Agreement shall be to enable the Authority to create data for inclusion in the Authority Updates, and to supply such Authority Updates to GeoPlace for the production of the GeoPlace Databases; and

the PSGA Member Licence covers any other use by the Authority of the OS Data.
- 2.2 The Authority shall be permitted to sub-license the Supplied Data to a sub-contractor appointed to fulfil the Authority's obligations under this Agreement, subject to clause 6.1.4. For the avoidance of doubt, any sub-contractor appointed by the Authority pursuant to this clause 2.2 shall not be entitled to further sub-contract its obligations, i.e. only one level of sub-licensing is permitted.
- 2.3 To the extent that any Supplied Data that is not OS Data is included in the FindMyAddress Service and/or FindMyStreet Service, GeoPlace grants the Authority a non-exclusive, royalty-free licence to sub-license such data as part of the relevant service.
- 2.4 Subject to the provisions of clause 2.2, this Agreement does not give the Authority any right to sublicense, distribute, sell or otherwise make Supplied Data available to third parties.

3 Grant of Licence by the Authority

- 3.1 The Authority grants GeoPlace a royalty free, non-exclusive, perpetual, worldwide licence to use, re-use and exploit the Authority Owned Data (in whole or in part) in any way as GeoPlace, in its absolute discretion, sees fit, including to incorporate the Authority Owned Data into the GeoPlace Databases for the purpose of:
- a) supply to and distribution by Ordnance Survey, whether directly or indirectly of i) Addressing Datasets and ii) Highways Datasets; and iii) other data or services which have used or benefitted from the GeoPlace Databases; and
 - b) GeoPlace making available the NSG in accordance with Recital D ii).

Notwithstanding the generality of the foregoing, GeoPlace may not use the Authority Owned Data for any purpose that would render the Authority's participation in this Agreement unlawful. The licence granted by this clause 3 is in consideration of the mutual rights and obligations of the parties set out and referred to in this Agreement, together with a peppercorn, the receipt and adequacy of which is hereby acknowledged.

- 3.2 For the avoidance of doubt any underlying IPR owned by the Authority in the NSG as at the Effective Date, is licensed to GeoPlace by the Authority pursuant to clause 3.1 above.

4 Commencement and Duration

- 4.1 Subject to clause 4.2, the rights and obligations of the parties to this Agreement shall take effect on the Effective Date and continue, unless otherwise terminated in accordance with the provisions of this Agreement, until termination or expiry of the PSGA Member Licence.
- 4.2 This Agreement shall not take effect unless the Authority has entered into a PSMA or a PSGA Member Licence.

5 GeoPlace Obligations

- 5.1 GeoPlace shall:
- 5.1.1 provide the GeoPlace Services in accordance with the Standards;
 - 5.1.2 liaise with the Authority, the Authority Contacts Executive and the Local Government Association in connection with (and with a view to resolving) any proposed suspension or termination of the Authority's PSGA Member Licence;
 - 5.1.3 procure and maintain appropriate computer virus protection so that all media upon which the GeoPlace Services are delivered to the Authority are scanned for viruses and reasonably believed to be virus free at the time of dispatch. In this clause 'virus' means any malicious computer code including viruses, Trojan horses and worms;
 - 5.1.4 maintain appropriate backup and disaster recovery procedures in order to ensure that it continues to meet the requirements of this Agreement;
 - 5.1.5 maintain an archive of GeoPlace Databases every [REDACTED] on and off site;
 - 5.1.6 ensure that the GeoPlace Services reflect any changes notified pursuant to clause 6.1.9 within [REDACTED] Working Days of receiving notification;
 - 5.1.7 during this Agreement and for a further three years post expiry maintain such insurances as may be required by law; and

5.1.8 take no action or fail to take any reasonable action, or (in so far as it is reasonably within its powers) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under any insurance policy in which GeoPlace or the Authority is an insured, a co-insured or additional insured body.

5.2 GeoPlace gives no warranty with regard to the quality or description of Supplied Data but, on receipt of any notice from the Authority with regard to any apparent defect, the sole liability of GeoPlace, and the Authority's sole remedy shall be to the effect that GeoPlace shall either remedy the defect or report it to the relevant third party licensor. For the avoidance of doubt, the relevant third party licensor shall have no liability under this Agreement or in tort in relation to the subject matter of this Agreement.

5.3 Subject to clause 8.2 GeoPlace excludes, to the fullest extent permissible by law and except as expressly stated in this clause 5, all warranties, conditions, representations or terms, whether express or implied by common law, statute or otherwise, including, but not limited to, any regarding the accuracy, compatibility, fitness for purpose, performance, satisfactory quality or use of Supplied Data or updates of Supplied Data.

5.4 GeoPlace acknowledges that, for the purposes of the INSPIRE Regulations 2009, GeoPlace, and not the Authority, is the responsible public authority for the purpose of holding the reference version (as referred to in regulation 4(2)(b) of those Regulations) of the NAG and the NSG.

5.5 The parties acknowledge that the Authority has appointed GeoPlace to provide the FindMyAddress and FindMyStreet Services on behalf of the Authority. including to license data to end users on behalf of the Authority. This clause shall be deemed to be effective as of the date on which the FindMyAddress Service and FindMyStreet Service, as applicable, was first made available.

6 Authority Obligations

6.1 The Authority:

6.1.1 shall appoint an Authority Address Custodian and/or Authority Street Custodian (where appropriate) as further provided for in clause 10 below;

6.1.2 shall deliver / provide Authority Updates in accordance with the Authority Services defined in Schedule 1;

6.1.3 shall pay such Essential Support Charges and/or charges relating to Emergency Measures as are due to GeoPlace in accordance with Schedule 3. Such invoices shall be payable within [REDACTED] calendar days of the date of receipt of the invoice by the Authority. If the Authority fails to make payment within [REDACTED] calendar days, GeoPlace shall be entitled to interest on the monies owed at [REDACTED] per cent above the base rate of the Bank of England from the date upon which the monies became due until payment is received;

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- 6.1.4 shall ensure that any sub-contractor appointed pursuant to clause 2.2 complies with all relevant terms of this Agreement, which requirement shall be complied with by entering into a Contractor Licence, on terms no less onerous than those set out in the specimen contractor licence in Schedule 4;
- 6.1.5 shall ensure that it notifies GeoPlace of any instance where it becomes aware that any sub-contractor is not conforming to the terms of its Contractor Licence. The Authority shall use all reasonable endeavours to assist GeoPlace in the pursuit of any remedy;
- 6.1.6 upon receiving notification from GeoPlace that the Authority Contacts Executive have agreed that this clause 6.1.6 (which may be subject to amendment) has become effective the Authority shall immediately be deemed to have appointed GeoPlace as its sole agent for the purpose of:
- i) formal street naming and numbering notification; and
 - ii) formal notifications associated with streets.
- From the date of such appointment the Authority will not itself notify any person or third party, with the exception of the owner/occupier in relation to street naming and numbering notifications, of such details whilst this agency authority remains in force unless otherwise agreed in writing with GeoPlace. The Authority acknowledges that, for the purposes of 6.1.6 i) above, GeoPlace shall notify such third parties (identified by the Authority to GeoPlace in a format specified by GeoPlace, from time to time) as hold a legitimate expectation to receive such information. If for any reason, GeoPlace is unable to meet its obligations under this clause 6.1.6, or such obligations cease to exist, such persons or third parties may continue to hold a legitimate expectation in respect of continued service delivery by the Authority and the Authority may service this requirement;
- 6.1.7 shall put in place reasonably appropriately resourced processes to integrate any data returned to the Authority by GeoPlace, in accordance with the DEC, into their Authority Updates;
- 6.1.8 shall not, where the Supplied Data includes a notice relating to Royal Mail's IPR in PAF, remove such notice;
- 6.1.9 shall notify GeoPlace of any geographical boundary changes to their Authority Area;
- 6.1.10 shall not, subject to clause 2.2, make either the Supplied Data or the Authority Update available to any third party without prior written consent from GeoPlace;

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- 6.1.11 shall not, subject to clause 2.2, make the Authority Owned Data available to any third party in the same format and specification (as specified in the Data Transfer Format) as supplied to GeoPlace from time to time as part of the Authority Update;
 - 6.1.12 shall provide GeoPlace with reasonable advance notice of any changes to the Authority's status or change resulting from local government review;
 - 6.1.13 shall keep secure and treat as Commercially Sensitive Information any user account information (including user names and passwords) relating to the operation of this Agreement, and shall comply with any guidance published by GeoPlace from time to time on its website in relation to user accounts. The Authority shall notify GeoPlace immediately if the password or user name is compromised or if there is a personnel change so that a new password or user name can be issued; and
 - 6.1.14 the Authority shall comply with the Data Entry Conventions and Best Practice and Data Transfer Format.
- 6.2 In respect of Supplied Data, the Authority acknowledges that:
- 6.2.1 any copies of Supplied Data made by the Authority must carry acknowledgements identical to those on any originals first provided to the Authority;
 - 6.2.2 where digital data are involved, any computer systems holding such data must be password protected by the Authority. In addition, only authorised staff shall have access to the Supplied Data and all original and back up media and hard copies produced from such Supplied Data must be kept in a secure environment;
 - 6.2.3 on termination of this Agreement, the Authority shall destroy all such Supplied Data in its possession (including any Supplied Data embedded in the Authority Updates) which are held by the Authority or for which the Authority is responsible, and/or return all such Supplied Data to GeoPlace and provide, at the request of GeoPlace, a sworn statement by a duly authorised executive that the Authority no longer holds such Supplied Data;
 - 6.2.4 any paper copies containing Supplied Data produced in the course of this Agreement remains the property of GeoPlace and its third party suppliers and must not be converted in to digital form without the permission of GeoPlace; and
 - 6.2.5 except as permitted by s.50 of the *Copyright Designs and Patents Act 1988*, the Authority shall not reverse compile, reverse assemble, reverse engineer or produce source or higher level code from the whole or any part of the Supplied Data.

6A Payment

- 6A.1 To the extent that the Authority provides the Authority Updates in accordance with the Authority Address Updates Improvement Schedule in each of the financial years [REDACTED] and [REDACTED], GeoPlace shall pay to the Authority the PSGA Data Fees. To be clear, no PSGA Data Fees will be payable in relation to the period following [REDACTED].
- 6A.2 Payment will be due in arrears, on [REDACTED] in each relevant year, and will be paid within [REDACTED] of receipt by GeoPlace of a correct, undisputed, validly rendered invoice. GeoPlace will notify the Authority of any disputed sums within [REDACTED] of receipt of the invoice, giving full reasons for the dispute.
- 6A.3 The PSGA Data Fees include all taxes (inclusive of VAT), levies and duties.
- 6A.4 Invoices shall be submitted in accordance with the GeoPlace accounting procedures and requirements, as notified to the Authority Principal Contact from time to time. The invoice should be marked with the GeoPlace trading address, GeoPlace LLP, 157-197 Buckingham Palace Road, London SW1W 9SZ, and sent via email using the email address: [REDACTED]. Upon receipt, the invoice will be checked and verified by GeoPlace. GeoPlace is entitled to reject any invoice which does not conform to these requirements.

7 Performance Monitoring

- 7.1 GeoPlace shall provide the Authority Contacts Executive with a monthly report of failures by GeoPlace to meet Standards and the performance of Participating Authorities, the form and content of such report to be agreed from time to time by the Authority Contacts Executive. To enable GeoPlace to meet this obligation the Authority will notify GeoPlace of any failure in performance by GeoPlace, such notification to be provided in writing in accordance with clause 25 (Notices). The Authority Contacts Executive shall monitor the performance of Participating Authorities and GeoPlace in accordance with the provisions of Schedule 5.

8 Warranties

- 8.1 The Authority warrants that:
- 8.1.1 to the best of its knowledge, after making all reasonable enquiries, it has obtained all necessary consents, licences and permissions to enable it to license the Authority Owned Data to GeoPlace under this Agreement;
- 8.1.2 to the best of its knowledge, after making all reasonable enquiries, the lawful use of the Authority Owned Data in accordance with the licence granted under clause 3 above (including the creation and maintenance of the GeoPlace Databases by GeoPlace and licensing of products created using the GeoPlace Databases) will not infringe the rights (including the Intellectual Property Rights) of any third party; and

8.1.3 For the avoidance of doubt, and without prejudice to the Authority's obligations in clauses 6.1.2 and 6.1.14, the Authority does not warrant that the Authority Owned Data are complete (where complete means containing data concerning the names, numbers, addresses and geographic location of all streets or roads, land, buildings and property in the Authority Area, including information relating to street works), nor does the Authority warrant that the Authority Owned Data are fit for any particular purpose.

8.2 GeoPlace warrants that it is able to grant the licences included in this Agreement.

9 Intellectual Property Rights

9.1 As between the parties to this Agreement, the Authority owns and shall continue to own all IPR in the Authority Owned Data. Without prejudice to clause 3.1, this Agreement does not transfer any of these rights to GeoPlace.

9.2 Subject to clause 9.1, GeoPlace (or, where applicable, GeoPlace's suppliers) owns and shall continue to own all IPR in the Supplied Data and the Authority Updates, and the Authority's use or possession of any Supplied Data or Authority Updates does not give the Authority any ownership of or any interest in any of the Supplied Data or Authority Updates. In particular, the Authority acknowledges that Ordnance Survey has expressly reserved and retained all IPR in the OS Data and in any copies or adaptations or derived products made by GeoPlace or IDeA or the Authority (including in the GeoPlace Databases).

9.3 Where the Authority suspects any infringement or any other breach by a third party of any Intellectual Property Rights in any Supplied Data or Authority Owned Data used in the Authority Updates, the Authority shall notify GeoPlace and give GeoPlace and/or its third party licensors (including Ordnance Survey, Royal Mail and IDeA) all reasonably required assistance in pursuing any infringement.

9.4 All Intellectual Property Rights developed by GeoPlace in connection with the management and delivery of the GeoPlace Services shall belong to GeoPlace absolutely.

10 Authority Contacts

10.1 As appropriate, the Authority shall appoint an Authority Address Custodian and/or Authority Street Custodian (and shall ensure that, throughout the term of the Agreement, it has in place an Authority Address Custodian and/or Authority Street Custodian) who shall be the primary point(s) of contact in the Authority for GeoPlace in respect of the relevant Authority Updates. In addition, the Authority shall appoint (and shall ensure that, throughout the term of the Agreement, it has in place) an Authority Principal Contact who, for the avoidance of doubt, may be the same person as the Authority Address Custodian or Authority Street Custodian.

10.2 GeoPlace shall not be obliged to deliver the GeoPlace Services unless the Authority has appointed an Authority Address Custodian and/or Authority Street Custodian.

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- 10.3 The Authority shall supply the name, contact address, email address and telephone number of each Authority Contact to GeoPlace upon execution of this Agreement.
- 10.4 If any changes are made to any name, contact address, email address or telephone number of an Authority Contact, including for the avoidance of doubt, the appointment of a new Authority Contact, then the Authority shall notify such changes to GeoPlace by email sent to [REDACTED] (or such other email address as may be notified to the Authority from time to time by GeoPlace) within [REDACTED] Working Days of that occurrence.

11 Confidentiality

- 11.1 The parties agree:
- 11.1.1 to use Confidential Information of the other only for the purposes of discussions between the parties relating to their business relationship, and for performing obligations and exercising rights granted under this Agreement;
 - 11.1.2 to keep all Confidential Information secure, and to disclose it only to those employees, consultants, directors and professional advisers and Ordnance Survey, who need to know such Confidential Information and who are subject to at least the same obligations of confidentiality as those set out in this clause 11;
 - 11.1.3 to notify the other without delay of any unauthorised use, copying or disclosure of the other's Confidential Information of which it becomes aware and provide all reasonable assistance to the other to stop such unauthorised use, copying and/or disclosure; and
 - 11.1.4 except as required by law or by governmental or regulatory requirements (which, for the avoidance of doubt, shall include any requirements for disclosure under the FOIA and/or the EIR), not to disclose Confidential Information to any third parties unless expressly permitted under this clause 11 or with the other's prior written consent.
- 11.2 The obligations in this clause 11 do not apply to 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 previously known to it (unless acquired directly from the other party or in breach of any obligation of confidentiality) or was independently developed by it without the use of any Confidential Information.

12 Freedom of Information

- 12.1 Both parties acknowledge that the other may receive a Disclosure Request.

12.2 Subject to the application of any relevant exemption(s) and, where applicable, the public interest test, both parties further acknowledge that the other may be obliged to disclose information pursuant to such a Disclosure Request. Where a party consults the other in accordance with section 3 (consultation with third parties) of the code of practice issued under section 45 of the FOIA (or, as the case may be, any code of practice issued under the powers contained in the EIR) each party hereby agrees to respond to any such consultation promptly and within any reasonable deadline set by the other party. Each party acknowledges that it is for the party receiving the Disclosure Request to determine whether or not such information should be disclosed.

12A **Data Protection**

12A1 Each party shall, at its own expense, ensure that it complies with the requirements of the UK Data Protection Legislation in relation to Personal Data shared under this Agreement.

12A2 The Authority shall ensure that the Authority Updates do not include any Personal Data. If any Personal Data is identified by GeoPlace within the Authority Updates, the Authority shall (without prejudice to any other remedies that GeoPlace may have) fully cooperate with GeoPlace to delete such Personal Data from the Authority Updates.

12A3 Each party, as a Data Controller, may share the Personal Data (comprising name, phone number(s) and email address) of relevant personnel involved in managing the Agreement solely with the other party, as independent Data Controllers, for the sole purpose of administering and managing the Agreement.

13 **Accounts and Audit**

13.1 GeoPlace shall keep proper books of account which give a fair and accurate account of receipts and payments received or incurred in connection with this Agreement and keep such books available for inspection upon reasonable notice by the Authority for at least [REDACTED] [REDACTED] from the end of the year to which they relate.

13.2 The Authority shall maintain accurate, complete and detailed records relating to all transactions where Supplied Data is made available to any third party (including Authority Updates to a sub-contractor pursuant to clause 2.2), and the Authority shall provide to GeoPlace, where requested by GeoPlace, all information, documents, records and the like in possession of or available to the Authority as may be necessary for GeoPlace to monitor the performance by the Authority of its obligations under this Agreement. For the avoidance of doubt, the Authority may only make Supplied Data or Authority Updates available to a third party where expressly licensed to do so in accordance with this Agreement.

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- 13.3 The Authority shall on receiving reasonable notice from GeoPlace, grant GeoPlace or its agents or third party suppliers such access as shall be necessary to any of the Authority's premises, or any premises in which the Authority's personnel or equipment are located, for the purpose of monitoring the Authority's compliance with the terms and conditions of this agreement, including the right to inspect and audit the Authority's books of account, data, relevant information processing systems and all supporting documentation. The Authority shall provide all reasonable assistance to enable such inspection, auditing and copying to take place.
- 13.4 The Authority may request that the local government members of the Authority Contacts Executive conduct an audit of GeoPlace on behalf of the Authority. It will be at the discretion of the Authority Contacts Executive whether an audit shall be conducted. GeoPlace shall on receiving reasonable notice from the local government members of the Authority Contacts Executive grant those local government members of Authority Contacts Executive, or their agents, such access as shall be necessary to any of GeoPlace's premises, or any premises in which GeoPlace's personnel or equipment are located, for the purpose of monitoring GeoPlace's compliance with the terms and conditions of this agreement, including the right to inspect and audit GeoPlace's books of account, data, relevant information processing systems and all supporting documentation. GeoPlace shall provide all reasonable assistance to enable such inspection, auditing and copying to take place.
- 13.5 Each Party acknowledges that it shall only seek to enforce clauses 13.3 and 13.4 where it reasonably suspects the other party being in breach of this Agreement. Each party shall comply with any reasonable measures arising from the findings of an audit that may be stipulated by the party conducting the audit.

14 Variation

- 14.1 Subject to the provisions of clause 14.2, this Agreement shall not be varied or amended unless such variation or amendment is agreed in writing, by a duly authorised representative of the Authority, and by a duly authorised representative of GeoPlace.
- 14.2 GeoPlace shall be entitled to vary or amend any part of this Agreement if any proposed variation or amendment is unanimously agreed by the Authority Contacts Executive, without the need for the Authority to consent to the change in circumstances where the proposed variation or amendment would not materially and adversely affect the ability of the Authority to discharge its functions (to the extent that this Agreement relates to such functions) and would not result in a material diminution in the scope or delivery standards in relation to the Authority Services and GeoPlace Services. This clause is subject to paragraph 1.1.5 of Schedule 5.

15 Termination

- 15.1 Without prejudice to any other rights of the Authority, but subject to clause 15.3, the Authority shall be entitled to terminate this Agreement immediately where a GeoPlace Default occurs.

15.2 Without prejudice to any other rights of GeoPlace, but subject to clause 15.3, GeoPlace shall be entitled to terminate this Agreement immediately where an Authority Default occurs.

15.3 In the event that either party wishes to terminate this Agreement pursuant to clause 15.1 or 15.2, the terminating party must serve a termination notice which must specify;

15.3.1 the type and nature of the termination, giving reasonable details; and

15.3.2 that this Agreement will terminate on the day falling [REDACTED] [REDACTED] after the date that the other party receives the termination notice, unless such party rectifies the GeoPlace Default or Authority Default, as applicable, within [REDACTED] [REDACTED].

If the default stated in Clause 15.1 or 15.2 is irremediable, clause 15.3.2 shall not apply and termination will be immediate. For the purposes of this clause, the default will only be irremediable if, in the reasonable opinion of the non-defaulting party (who will consult with the defaulting party but whose decision is final and absolute), the harm suffered by the non-defaulting party would not be effectively remedied by the defaulting party rectifying the default within [REDACTED] [REDACTED] and paying any appropriate compensation.

15.4 Subject to clause 16, this Agreement shall terminate automatically in the event that the Authority ceases to exist as a result of a local government review.

15.5 Subject to Clause 16, this Agreement shall terminate in the event that the PSGA Member Licence expires or is terminated for any reason.

15.6 The Authority shall be entitled to terminate this Agreement on no less than [REDACTED] [REDACTED] notice without cause, by issuing a written notice of termination signed by the Authority Principal Contact and a senior officer of the Authority. For the period between receipt and termination, GeoPlace shall not exercise its right to take Emergency Measures. With effect from the expiry of such notice of termination:

15.6.1 the Authority will provide GeoPlace with all Authority street naming and numbering notifications on the same basis as such notifications are provided to other organisations;

15.6.2 for a period of [REDACTED], the Authority shall not, without the express approval of GeoPlace, be entitled to enter into a new Data Co-operation Agreement.

16 Survival of Terms

16.1 All rights and obligations of the parties shall cease to have effect immediately on termination of this Agreement except that termination shall not affect (a) the accrued rights and obligations of the parties at the date of termination, and (b) rights and obligations which, by their nature, are intended to survive termination.

- 16.2 Without prejudice to the generality of clause 16.1, the rights and remedies of both parties under clauses 11 and 17 shall not be affected or prejudiced by the termination of this Agreement.

17 Limits of Liability

- 17.1 Neither party excludes or limits liability to the other party for death or personal injury resulting from negligence.
- 17.2 Subject to clause 17.4, the aggregate liability of either party to the other under this Agreement shall be limited to the sum of ██████, provided that such limit shall not apply in relation to any Essential Support Charges and/or Emergency Measures due to GeoPlace, nor to any PSGA Data Fees due to the Authority.
- 17.3 In respect of the limitations set out above, on the first and each subsequent anniversary of the Effective Date, the monetary limits referenced in clause 17.2 shall automatically be increased by a percentage which is equal to the percentage increase in the retail price index (which the parties agree to be as set out in table RP05 until the date on which the publication of such table ceased, after which it will be as set out in the MM23 dataset as published on the Office for National Statistics (**ONS**) website):
- <https://www.ons.gov.uk/economy/inflationandpriceindices/timeseries/czbh/mm23> excluding mortgage interest payments published by the government of the United Kingdom. This increase shall apply in respect of all events of Authority Default or GeoPlace Default occurring on or after each anniversary of the Effective Date.
- 17.4 Subject to clauses 17.1, in no event shall either party be liable to the other for indirect or consequential loss or damage, or for loss of actual or anticipated profits (whether caused by negligence or otherwise) or goodwill, other than as expressly provided for under this Agreement, provided that neither this clause 17.4 nor any other provision of this Agreement shall prevent GeoPlace, Ordnance Survey and / or Royal Mail from recovering from the Authority all amounts lawfully due in respect of all infringements and breaches of Intellectual Property Rights by the Authority and any party which receives Supplied Data directly or indirectly from the Authority.

18 Bribery, corrupt gifts or payments

- 18.1 The parties each warrant that in preparation for and the entering into of this Agreement they have not, and they have applied best endeavours to ensure that their personnel and subcontractors have not, offered, given, or agreed to give, to any person or sought or received any gift or dishonest consideration of any kind as an inducement or reward:
- 18.1.1 for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement; or
- 18.1.2 for showing or not showing favour or disfavour to any person in relation to this Agreement.

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- 18.2 The parties each warrant that in fulfilling their respective obligations under this Agreement they will not, and they will apply best endeavours to ensure that their personnel and subcontractors do not, offer, give, or agree to give, to any person or seek or receive any gift or dishonest consideration of any kind as an inducement or reward:
- 18.2.1 for doing or not doing (or for having done or not having done) any act in relation to the performance of this Agreement; or
 - 18.2.2 for showing or not showing favour or disfavour to any person in relation to this Agreement.
- 18.3 The parties each warrant and undertake (and shall procure that their subcontractors and personnel shall undertake) in connection with this Agreement 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 anything or omit to do anything under or in connection with this Agreement in such a way as to cause either of them to be in breach of any such legislation, laws or regulations and in particular they have not in connection with this Agreement committed and will not commit any offence:
- 18.3.1 under the *Bribery Act 2010* or other legislation, laws or regulations in force in England creating offences in respect of bribery and corruption;
 - 18.3.2 under legislation or other laws or regulations in force in any jurisdiction creating offences in respect of bribery and corruption; and
 - 18.3.3 under legislation, laws or regulations creating offences in respect of fraudulent acts.
- 18.4 Any breach of the Agreement related to this clause by either party or their personnel (whether with or without the knowledge of the relevant party) or the commission of any offence by either party or by any of their personnel or subcontractors under the *Bribery Act 2010* or other legislation, laws or regulations in force in England, Wales or any jurisdiction where the Agreement is performed that creates offences in respect of bribery and corruption shall entitle the other party, with no liability whatsoever to the defaulting party, to terminate the Agreement with immediate effect by notice in writing and to recover from the defaulting party the amount of any loss resulting from such termination.

18A Modern Slavery Act 2015

- 18A1 The parties each warrant and undertake that in connection with this Agreement:
- 18A1.1 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

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- 18A1.2 not to engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- 18A1.3 to ensure that its contractors, suppliers and personnel 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; and
- 18A1.4 that neither party nor any of its contractors, suppliers or personnel:
- 18A1.4.1 has been convicted of any offence involving slavery or human trafficking; and
 - 18A1.4.2 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.
- 18A2 the parties shall implement due diligence procedures for its contractors, suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 18A3 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.
- 18A4 Any breach of the Agreement related to this Clause 18A by either party or by any its personnel (whether with or without the knowledge of the breaching party) or the commission of any offence by either party or by any of its personnel or contractors under the Modern Slavery Act 2015 or other legislation, laws or regulations in force in England or any jurisdiction where the Agreement is performed that creates offences in respect of slavery and human trafficking 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.

19 Force Majeure

Neither party shall be liable for any failure to perform or any delay or for the consequences of any delay in performing any of its obligations under this Agreement caused by any event beyond its reasonable control (an event of **Force Majeure**). Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform its obligations hereunder for the duration of such an event of Force Majeure.

20 No Waiver

No failure or delay by either party to exercise any right, power or remedy shall operate as a waiver of that right, power or remedy nor shall any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.

21 Assignment Sub-Contracting and Successors

- 21.1 GeoPlace may assign any of the benefits of this Agreement or transfer any of the burdens of this Agreement with the prior written consent of the Authority Contacts Executive. In the event of assignment, the Agreement will be binding on the successors and assignees of either party.
- 21.2 GeoPlace shall be permitted, at its sole option but without prejudice to the rights of the Authority hereunder, to sub-contract the performance of some or all of its responsibilities to any third party. GeoPlace shall notify the Authority Contacts Executive in advance of sub-contracting any of GeoPlace's responsibilities (for the avoidance of doubt, save in respect of any responsibilities which have already been sub-contracted by GeoPlace as at the Effective Date).
- 21.3 Subject to clause 2.2, the Authority shall be permitted, at its sole option but without prejudice to the rights of GeoPlace, to sub-contract the performance of some or all of its responsibilities to any third party. For the avoidance of doubt, where any third party has access to the GeoPlace Services as a result of the Authority sub-contracting some or all of its responsibilities to such third party, the Authority shall ensure that the third party shall only use the GeoPlace Services for the performance, on the Authority's behalf, of the Authority's responsibilities under this Agreement.
- 21.4 Where the Authority appoints a sub-contractor pursuant to clauses 2.2, 6.1.4 and 21.3, it shall notify GeoPlace of the name and contact details of the sub-contractor no later than thirty (30) Working Days following such appointment.

22 Warranty as to Capacity

Each party warrants and represents to the other that it has full authority power and capacity to enter into this Agreement and that all necessary actions have been taken to enable it lawfully to enter into this Agreement.

23 Entire Agreement

This Agreement together with its Schedules contains the whole agreement between the parties and supersedes any prior written or oral agreement between them relating to it. Each party accepts liability for any fraudulent misrepresentations made on its behalf but shall not be liable for any other representations including negligent misrepresentations.

24 Dispute Resolution

- 24.1 If there is a dispute between the parties the provisions of this clause 24 shall apply.
- 24.2 In the event of a dispute, the parties shall comply with the procedure set out in Schedule 6 to this Agreement.

24.3 Unless this Agreement has already been repudiated or terminated, both parties shall continue to carry out their obligations in accordance with this Agreement during the resolution period of the dispute.

25 Notices

25.1 Any notice under this Agreement shall be given by prepaid first-class post, recorded delivery, email or by hand to the following contact details:

25.1.1 for GeoPlace: For the attention of Nick Chapallaz, Managing Director, GeoPlace LLP, 157-197 Buckingham Palace Road, London SW1W 9SZ, United Kingdom; Email: [REDACTED]

25.1.2 for the Authority: to the Authority Principal Contact, at the address and email details which the Authority has submitted to GeoPlace (or in the absence of such details to the Authority at the address of the Authority's principal place of business),

25.1.3 or such other contact details as either party shall notify to the other in writing.

25.2 Any notice sent by prepaid first-class post or recorded delivery shall be deemed to have been served [REDACTED] Working Days after posting. Any notice sent by email shall be deemed to have been served on the [REDACTED] Working Day following sending, provided that it is not returned to the sender undelivered. Any notice delivered by hand shall be deemed to have been served on the same day if received before [REDACTED] on a Working Day, or on the [REDACTED] Working Day if received after [REDACTED].

26 Enforceability and Severance

Any provision of this Agreement which is held invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof.

27 Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of England and Wales. Each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

28 Party Rights

28.1 Subject to clause 28.2, the rights of any third party under this Agreement, whether pursuant to the *Contracts (Rights of Third Parties) Act 1999* or otherwise, are hereby excluded.

28.2 Any reference in this Agreement to third party suppliers shall be deemed to refer to Ordnance Survey, IDeA, the Valuation Office Agency and Royal Mail, each of whom shall be reserved rights to directly enforce this Agreement pursuant to the *Contracts (Rights of Third Parties) Act 1999*.

SIGNED by

For and on behalf of the **[Authority]**

.....
(Signature)

.....
(Date)

WITNESS

Signature

Name

Address

.....

.....

Occupation

(PLEASE COMPLETE IN CAPITALS)

SIGNED by

For and on behalf of **GeoPlace LLP**

(Signature)

WITNESS

Signature

Name

Address

(Date)

Occupation

(PLEASE COMPLETE IN CAPITALS)

Unclassified

Schedule 1 Authority Services

Part A

Authority Address Updates Quality Criteria, Maintenance and Update Schedule

- 1 Schedule 8 provides details of those Authorities required to provide Authority Address Updates in accordance with this Part A.
- 2 **Authority Address Updates are defined as:**
 - a) Content: the content of an Authority Address Update is defined by the Data Entry Conventions and Best Practice.
 - b) Format: the format of an Authority Address Update is currently defined by the Data Transfer Format.
 - c) Delivery: Authority Address Updates² may be generated as change only updates or full supply and delivered via email or FTP to GeoPlace.
 - d) Coverage: the area of coverage of an Authority Address Update shall be the relevant Authority Area.
- 3 Each Authority shall be described as either being a '**Contributing Authority**' or a '**Non-Contributing Authority**' for the purpose of this Part A. The overall objective is for all Authorities to be Contributing Authorities. The attributes of a Contributing Authority are described in paragraph 5. An Authority will be a Non-Contributing Authority where it is not a Contributing Authority.
- 4 Where the Authority is a 'Non-Contributing Authority' then the provisions of Schedule 3 will apply.
- 5 A Contributing Authority has all of the following attributes:
 - 5.1 The Authority has appointed and notified to GeoPlace in accordance with Clause 11, an Authority Address Custodian;
 - 5.2 The Authority has completed and provided to GeoPlace an Authority Address Updates Improvement Schedule (as referred to in Part C) within [REDACTED] Working Days of having received an annual pro forma from GeoPlace, indicating the position of the Authority with respect to the creation, maintenance, upkeep and delivery of its Authority Address Updates;
 - 5.3 The Authority is providing Authority Address Updates in accordance with paragraph 2 above;
 - 5.4 The Authority delivers successfully validated Authority Address Updates to GeoPlace no less frequently than on a [REDACTED] basis. Where the Authority:

- 5.4.1 has failed to provide a minimum of [REDACTED] successfully validated weekly Authority Address Updates to GeoPlace in any [REDACTED] period commencing on [REDACTED]; or
- 5.4.2 has failed to provide Authority Address Updates on [REDACTED] consecutive [REDACTED] [REDACTED]; or
- 5.4.3 has provided Authority Address Updates that, in the reasonable opinion of GeoPlace significantly under record address change intelligence on [REDACTED] consecutive calendar months. For the avoidance of doubt, if there is genuinely no address change intelligence, the Authority Address Updates will contain no address change intelligence, but must still be provided,

then the Authority will be deemed not to have met this paragraph 5.4.

- 5.5 The Authority accepts, rejects or amends records as a result of receiving a valid candidate record from GeoPlace and thereby ensures that the appropriate address change intelligence is processed and returned back to GeoPlace within [REDACTED] Working Days of notification from GeoPlace. Note that failure by the Authority to respond to individual candidate records within [REDACTED] Working Days may result in GeoPlace amending those records in the GeoPlace Databases.
- 5.6 The Authority is recorded by GeoPlace at or above 'achieved national standard' for all individual Quality Criteria Ratings (as identified in the table contained in the Authority Address Updates Improvement Schedule referred to in Part C of this Schedule 1), save for update frequency, in at least [REDACTED] of the [REDACTED]. The Authority acknowledges that Quality Criteria Ratings are monitored by GeoPlace on a [REDACTED] [REDACTED] basis in arrears.

- 6 Exceptional Circumstances: Where an Authority does not meet one (or more) of the attributes in paragraphs 5.3, 5.4 and 5.6 in relation to a [REDACTED] [REDACTED] and a report is submitted by the Authority to the Authority Contacts Executive (in accordance with clause 25) within [REDACTED] Working Days of the start of the following [REDACTED] [REDACTED] detailing exceptional extenuating circumstances, the Authority Contacts Executive may grant an exemption with the effect that the Authority will then be deemed to be a Contributing Authority for the purpose of that particular attribute for that specific [REDACTED] [REDACTED]. However, for the purposes of any subsequent assessment as to whether the Authority is a Contributing Authority, the relevant attribute(s) will not be deemed to have been attained, save where otherwise agreed by the Authority Contacts Executive. A new report must be submitted and considered each calendar month.

² **Please note:** As noted in the definition of FTP, from a date to be notified by GeoPlace, the transfer of all Authority Address Updates, full supply and data files must be via the use of SFTP (Secure File Transfer Protocol) as opposed to FTP.

Part B

Authority Street Updates Quality Criteria, Maintenance and Update Schedule

- 1 Schedule 8 provides details of those Authorities required to provide Authority Street Updates in accordance with this Part B.
- 2 Authority Street Updates are defined as:
 - a) Content: the content of an Authority Street Update is defined by the Data Entry Conventions and Best Practice. For the avoidance of doubt this includes LSG, Additional Street Data (**ASD**) and Operational District Data (**ODD**).
 - b) Format: the format of an Authority Street Update is currently defined by the Data Transfer Format.
 - c) Delivery: Authority Street Updates may be generated as full supply and sent to GeoPlace via the maintenance of an LSG using the NSG HTTPS (Hypertext transfer protocol secure) upload facility.
 - d) Coverage: the area of coverage of an Authority Street Update shall be the relevant Authority Area.
- 3 Each Authority shall be described as either being a '**Contributing Authority**' or a '**Non-Contributing Authority**' for the purpose of this Part B. The overall objective is for all Authorities to be Contributing Authorities. The attributes of a Contributing Authority are described in paragraph 5. An Authority will be a Non-Contributing Authority where it is not a Contributing Authority.
- 4 Where the Authority is a 'Non-Contributing Authority' then the provisions of Schedule 3 will apply.
- 5 A Contributing Authority has all of the following attributes:
 - 5.1 The Authority has appointed and notified to GeoPlace in accordance with Clause 11, an Authority Street Custodian;
 - 5.2 The Authority has completed and provided to GeoPlace an Authority Street Updates Improvement Schedule (as referred to in Part D) within [REDACTED] Working Days of having received an annual pro forma from GeoPlace, indicating the position of the Authority with respect to the creation, maintenance, upkeep and delivery of its Authority Street Updates;
 - 5.3 The Authority is providing Authority Street Updates in accordance with paragraph 2 above;
 - 5.4 The Authority delivers successfully validated [REDACTED] [REDACTED] Authority Street Updates to GeoPlace. Where the Authority:

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- 5.4.1 has failed to provide a minimum of [REDACTED] successfully validated calendar monthly Authority Street Updates to GeoPlace in any xxx [REDACTED] [REDACTED] [REDACTED] period commencing on 1 April; or
 - 5.4.2 has failed to provide Authority Street Updates on [REDACTED] [REDACTED] [REDACTED]; or
 - 5.4.3 has provided Authority Street Updates that, in the reasonable opinion of GeoPlace significantly under record street change intelligence on [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]. For the avoidance of doubt, if there is genuinely no street change intelligence, the Authority Street Updates will contain no street change intelligence, but must still be provided,

then the Authority will be deemed not to have met this paragraph 5.4.

- 5.5 The Authority is recorded by GeoPlace at or above 'achieved national standard' for all individual Quality Criteria Ratings (as identified in the table contained in the Authority Street Updates Improvement Schedule referred to in Part D of this Schedule 1) for a period, save for update frequency, in at least [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]. The Authority acknowledges that Quality Criteria Ratings are monitored by GeoPlace on a [REDACTED] [REDACTED] basis in arrears.

- 6 Exceptional Circumstances: Where an Authority does not meet one (or more) of the attributes in paragraphs 5.3, 5.4 and 5.5 in relation to a [REDACTED] [REDACTED] and a report is submitted by the Authority to the Authority Contacts Executive (in accordance with clause 25) within [REDACTED] Working Days of the start of the following [REDACTED] [REDACTED] detailing exceptional extenuating circumstances, the Authority Contacts Executive may grant an exemption with the effect that the Authority will then be deemed to be a Contributing Authority for the purpose of that particular attribute for that specific [REDACTED] [REDACTED]. However, for the purposes of any subsequent assessment as to whether the Authority is a Contributing Authority, the relevant attribute(s) will not be deemed to have been attained, save where otherwise agreed by the Authority Contacts Executive. A new report must be submitted and considered each calendar month.

Part C

Authority Address Updates Improvement Schedule

The Authority Address Updates Improvement Schedule means the current Authority Address Updates Improvement Schedule as may be revised in agreement with the Authority Contacts Executive and made available by GeoPlace via its website from time to time.

For each of the financial years [REDACTED] and [REDACTED], where the Authority is recorded by GeoPlace as at or above 'achieved national standard' for all individual Quality Criteria Ratings for such financial year, GeoPlace will pay the Authority the PSGA Data Fees for that financial year.

Part D

Authority Street Updates Improvement Schedule

The Authority Street Updates Improvement Schedule means the current Authority Street Updates Improvement Schedule as may be revised in agreement with the Authority Contacts Executive and made available by GeoPlace via its website from time to time.

Schedule 2 GeoPlace Services

Part A - GeoPlace Services

Schedule 8 provides details of those Authorities and third party organisations entitled to receive the services in paragraphs 1 and 2 below. Where indicated in the table in paragraph 2 below, services shall be made available to third party organisations, notwithstanding that such organisations are not Participating Authorities.

1. GeoPlace Services in relation to addresses shall include the following:

Service number	Service Title	Service Description
102	LLPG full supply re-synchronisation to the NAG	<p>Testing that the NAG is synchronised to the Authority's full supply of an LLPG. This involves:</p> <ul style="list-style-type: none"> a) GeoPlace validating the Authority's full supply of an LLPG; b) GeoPlace reporting to the Authority any errors and warnings; c) the Authority resolving any errors and re-submitting a revised full supply of an LLPG; d) GeoPlace checking the NAG against the Authority's full supply of an LLPG; e) making amendments to the NAG as required; and f) GeoPlace providing feedback to the Authority of changes made. <p>a) – d) above may be repeated until the synchronisation process is complete.</p> <p>This Service is subject to the completion of an order form as available via the GeoPlace website from time to time, and is available free of charge [REDACTED]</p>
103A	Validation and incorporation of Authority Address Updates into the NAG	<p>This involves:</p> <ul style="list-style-type: none"> a) validation by GeoPlace that the Authority Address Update is in accordance with the latest version of the 'LLPG Submission Compliance Check Specifications' as available via the GeoPlace website; b) where the Authority Address Update passes the validation process, GeoPlace will incorporate the Authority Address Update into the NAG; and c) where the Authority Address Update does not pass the validation process GeoPlace will provide a report to the

		Authority containing details of why the Authority Address Update has failed validation.
104A	LLPG health check report	Provision of [REDACTED] a) LLPG health check report; and b) progress report in relation to the Authority Address Updates Improvement Schedule (as referred to in Schedule 1 Part C).
112	Provision of validated candidate records	a) GeoPlace will on a case by case basis deliver to the Authority, candidate records generated from information supplied to GeoPlace as Additional Third Party Data or by other third party sources (as agreed by the Authority Contacts Executive, in which case Schedule 9 will be updated to include these other sources) after the candidate record file has been verified by GeoPlace as a genuine candidate. Candidate record files will be delivered via FTP or, in the case of technical difficulties with FTP, email. b) GeoPlace will receive and process candidate records returned by the Authority via FTP or, in the case of technical difficulties with FTP, email, following action by the Authority on the candidate records provided by GeoPlace.
121	Authority Address information interface	A secure dedicated web based interface to provide up-to-date data quality reports, data files, performance benchmarking and ranking, improvement schedule and business information tools to support work planning and day to day activities of Authority Address Custodians.
122	Authority Address website	The provision of a web based address information service (www.FindMyAddress.co.uk) on behalf of the Authority.
130	Validate integrity of match of addresses from Supplied Data	a) GeoPlace will compare the NAG (in accordance with the current version of the DEC) with various sources of Supplied Data; b) GeoPlace will create a report detailing the records which cannot be linked to the NAG and deliver the report to the Authority, in arrears on a [REDACTED] basis via FTP or, in the case of technical difficulties with FTP, email; and c) a service to receive and process data returned via FTP or, in the case of technical difficulties with FTP, email following action by the Authority on the above report.
205B	Streets comparison report	Provision by GeoPlace to the Authority of a [REDACTED] report comparing street information from NAG and NSG.

401	Guidance and support documentation	GeoPlace maintains and publishes general guidance and support documentation on all areas of its services, planned upgrades and service operations. Documentation is available online via the GeoPlace website, email and via mailing lists.
402	News updates	GeoPlace distributes [REDACTED] news by email. Regular press releases, blogs, case studies and articles are available via the GeoPlace websites.
403A	Help Desk	<p>A support service to assist with queries that is operated between [REDACTED] on each Working Day. Help may be provided by telephone, email, or through summary listings of typical questions and answers on the GeoPlace website.</p> <p>Assistance concerning Authority Address Updates, Authority Address Update Improvement Schedule orders and general information.</p>
404A	Support to Authority Contact groups	<p>Provision of technical and procedural resources to facilitate the dissemination of best practice guidance and advice to Authority Contacts. This is to include:</p> <ul style="list-style-type: none"> a) support of governance arrangements; b) support to Authority Contacts; c) support Authority Contacts groups; and d) managing DEC and Data Transfer Format revision process.
405A	Guidance and assistance with the preparation of the Authority Address Update Improvement Schedule	GeoPlace provides reasonable telephone and email assistance to Authority Address Custodians with the annual preparation, completion and agreement of Authority Address Update Improvement Schedules during the collection process (in accordance with Schedule 1 Part A).
406A	Provision of Websites	Maintenance and publication of websites: www.geoplace.co.uk , https://services.geoplace.co.uk/ and www.FindMyAddress.co.uk
407	Service Provision Reports	Monitor service provision and provide reports to the Authority Contacts Executive on performance in accordance with clause 7.1.
408	Maintain Authority contact/status information	Maintenance of list of Authority Contacts.

409	Support for the GeoPlace FTP and email	Maintain the GeoPlace websites, FTP and email for use. GeoPlace shall provide the GeoPlace FTP for the supply of Authority Address Updates on [REDACTED] Working Days.
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2. GeoPlace Services in relation to streets shall include the services described in the table below.

Service number	Service Title	Service Description
201A	Authority Street Update full supply submission and compliance testing	<p>Compliance testing of Authority Street Updates. This involves:</p> <ul style="list-style-type: none"> a) the provision of HTTPS upload facilities to enable the Authority to submit its Authority Street Updates to the GeoPlace websites; b) validation by GeoPlace that the Authority Street Update is in compliance with the DEC and the Data Transfer Format; c) where the Authority Street Update passes the validation process, GeoPlace will incorporate the Authority Street Update into the NSG; d) where the Authority Street Update does not pass the validation process GeoPlace will provide a report to the Authority containing details of why the Authority Street Update has failed validation; and e) the Authority resolving those errors and re-submitting the updated Authority Street Update to GeoPlace. <p>The above process may be repeated until the earlier of: the validation process being completed, or close of business on the [REDACTED] Working Day of the calendar month.</p>
201B	ASD and ODD full supply submission and compliance testing for the Transport Authorities	<p>Acceptance of ASD and ODD. This involves:</p> <ul style="list-style-type: none"> a) the provision of HTTPS upload facilities to enable the Transport Authorities to submit their ASD and ODD to the GeoPlace websites; b) GeoPlace will make available the ASD and ODD on the GeoPlace websites.
201C	ASD and/or ODD full supply submission and compliance testing for the Statutory Undertaker and/or Private Street	<p>Acceptance of ASD and/or ODD. This involves:</p> <ul style="list-style-type: none"> a) the provision of http upload facilities to enable the Statutory Undertaker and/or Private Street Managers to submit its ASD and/or ODD to the GeoPlace websites; b) GeoPlace will make available the ASD and ODD on the GeoPlace websites.

	Managers (and not for any Participating Authorities)	
204	LSG, ASD and ODD data supply (full supply)	<p>The provision of password protected HTTPS download facilities via the GeoPlace website to enable Local Highway Authorities, Highway Authorities and Statutory Undertakers to take a [REDACTED] download of all LSG, ASD and ODD validly submitted to GeoPlace via the http upload facilities on the GeoPlace website. The download facility will provide access to:</p> <ul style="list-style-type: none"> • a full update file for each LSG, ASD and ODD; and • an indication of data currency, i.e. date of latest LSG, ASD, and ODD upload.
205A	LSG health check report	Provision of a [REDACTED] LSG health check report and progress report in relation to the Authority Street Updates Improvement Schedule (as referred to in Schedule 1 Part D).
205B	Streets comparison report	Provision by GeoPlace to the Authority of a [REDACTED] report comparing street information from NAG and NSG.
205C	LSG Summary Report	Provision by GeoPlace to the Authority of a [REDACTED] report summarising content and data quality.
221	Authority Street information interface	A secure dedicated web based interface to provide up-to-date data quality reports, data files, performance benchmarking and ranking, improvement schedule and business information tools to support work planning and day to day activities of Authority Street Custodians.
222	Authority Street website	The provision of a web based street information service (www.FindMyStreet.co.uk) on behalf of the Authority to support the Authority's statutory obligations including but not limited to those under the Highways Act 1980.
401	Guidance and support documentation	GeoPlace maintains and publishes general guidance and support documentation on all areas of its services, planned upgrades and service operations. Documentation is available online, via the GeoPlace website, email and via mailing lists.
402	News updates	GeoPlace distributes [REDACTED] news by email. Regular press releases, blogs, case studies and articles are available via the GeoPlace websites.
403B	Help Desk	A support service to assist with queries that is operated between [REDACTED] on each Working Day. Help may be provided by telephone, email, or through summary listings of typical questions and answers.

		Assistance concerning Authority Street Updates, Authority Street Update Improvement Schedule, orders and general information.
404A	Support to Authority Contact groups	Provision of technical and procedural resources to facilitate the dissemination of best practice guidance and advice to Authority Contacts. This is to include: a) support of governance arrangements; b) support to Authority Contacts; c) support Authority Contacts groups; and d) managing DEC and Data Transfer Format revision process.
405B	Guidance and assistance with the preparation of the Authority Updates Improvement Schedule	GeoPlace provides reasonable telephone and email assistance to Authority Street Custodians with the annual preparation, completion and agreement of Authority Street Updates Improvement Schedules during the collection process (in accordance with Schedule 1 Part B).
406B	Provision of Websites	Maintenance and publication of websites: www.geoplace.co.uk , https://services.geoplace.co.uk/ and www.FindMyStreet.co.uk .
407	Service Provision Reports	Monitor service provision and provide reports, including performance scorecard reports to the Authority Contacts Executive on performance in accordance with clause 7.1.
408	Maintain Authority contact/status information	Maintenance of list of Authority Contacts.
409	Support for the GeoPlace websites, email and HTTPS	Maintain the GeoPlace websites, email and Http sites for use. GeoPlace shall provide the HTTPS site for the supply of Authority Street Updates on ■ Working Days.

Part B

Standards

The Standards are the targets for service delivery and are monitored, reported and calculated on a monthly basis in arrears. For time based Standards, failure is recorded as the number of Working Days exceeded for that service delivery requirement.

For a failure to occur, a fault must be shown to be one where GeoPlace can reasonably be shown to hold direct responsibility for the failure.

Service number	Service Title	Standard
102	LLPG full supply re-synchronisation to the NAG	Testing that the NAG is synchronised to the Authority's full supply of an LLPG. Report to be returned to Authority within [REDACTED] Working Days of the receipt of an order.
103A	Validation and incorporation of an Authority Update into the NAG	<p>Within [REDACTED] Working Days of receipt of Authority Address Update:</p> <ul style="list-style-type: none"> a) GeoPlace will acknowledge receipt; b) where the Authority Address Update passes the validation process, GeoPlace will incorporate the Authority Address Update into the NAG and confirm this to the Authority; and c) where the Authority Address Update does not pass the validation process GeoPlace will provide a report to the Authority containing details of why the Authority Address Update has failed validation. <p>Delivery should be confirmed and data should be made available in the NAG within [REDACTED] Working Days and a quality report returned to the Authority within the same deadline (only if data is sent in the correct format and passes validation).</p>
104A	LLPG health check report	Provided once per month.
112	Validate candidate records	In relation to paragraph a) GeoPlace will verify candidate record files and deliver genuine candidates to the Authority.

121	Authority Address information interface	A secure dedicated web based interface to be made available via the GeoPlace websites, to the same standard as set out in 409 below.
122	Authority Address website	www.FindMyAddress.co.uk to be made available via the GeoPlace website, to the same standard as set out in 409 below.
130	Validate integrity of match of addresses from Supplied Data	In relation to paragraph b) (in the same Service number in Part A), GeoPlace reporting will be provided in arrears once [REDACTED]
201A	Authority Street Update full supply submission and compliance testing	Automatically on receipt of Authority Street Update: a) GeoPlace will acknowledge receipt; b) where the Authority Street Update passes the validation process, GeoPlace will incorporate the Authority Street Update into the NSG and confirm this to the Authority; and c) where the Authority Street Update does not pass the validation process GeoPlace will provide a report to the Authority containing details of why the Authority Street Update has failed validation.
201B	ASD and ODD full supply submission and compliance testing for the Transport Authorities (not for any Participating Authorities)	Automatically on receipt of ASD and ODD: a) GeoPlace will acknowledge receipt to the Transport Authorities; and b) GeoPlace will make available ASD and ODD on the GeoPlace website.
201C	ASD and/or ODD full supply submission and compliance testing for the Statutory Undertaker and/or Private Street Managers (and not for any Participating Authorities)	Automatically on receipt of ASD and/or ODD: a) GeoPlace will acknowledge receipt to the Statutory Undertaker and/or Private Street Managers; and b) GeoPlace will make available ASD and ODD on the GeoPlace website.
204	LSG, ASD and ODD data supply (full supply)	The [REDACTED] download will be available by the [REDACTED] Working Day of the subsequent [REDACTED]

205A	LSG health check report	Provided once per [REDACTED]
205B	Streets comparison report	Provided once per [REDACTED]
205C	LSG summary report	Provided once per [REDACTED]
221	Authority Street information interface	A secure dedicated web based interface to be made available via the GeoPlace website, to the same standard as set out in 409 below.
222	Authority Street website	www.FindMyStreet.co.uk to be made available via the GeoPlace website, to the same standard as set out in 409 below.
401	Guidance and support documentation	In aggregate there will be no more than one (1) reasonable, formal complaint received by GeoPlace in relation to these services during each [REDACTED]
402	News updates	
403A&B	Help Desk	
404A	Support to Authority Contact groups	
405A&B	Guidance and assistance with the preparation of the Authority Update Improvement Schedule	
406A&B	Provision of GeoPlace website, https://services.geoplace.co.uk , FindMyAddress.co.uk and FindMyStreet.co.uk	
407	Service Provision Reports	
408	Maintain Authority contact/status information	
409	Support of the GeoPlace website, https://services.geoplace.co.uk/ , FindMyAddress.co.uk , FindMyStreet.co.uk , email, HTTPS and FTP	

		<p>expected to exceed this level, GeoPlace will give a minimum of [REDACTED] Working Days prior notice.</p> <p>The maximum number of planned downtime days will not exceed [REDACTED] Working Days in any [REDACTED] period. Any request placed during a period of planned downtime will be counted as being placed from [REDACTED] on the [REDACTED] Working Day following the end of the planned downtime.</p>
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Unclassified

Schedule 3 Essential Support

- 1 GeoPlace shall notify the Authority in the event that through failing to comply with its obligations under Schedule 1 the Authority has become a Non-Contributing Authority. The notice will contain an estimate of costs to prepare an Essential Support Action Plan (described in Support number 310 in the table below).
- 2 Within ten (10) Working Days of such notification GeoPlace shall jointly work with the Authority and provide the Authority with a reasonable (in the opinion of both parties) Essential Support Action Plan detailing the timescales and necessary steps to be taken in order for the Authority to become a Contributing Authority. The Authority shall provide GeoPlace with reasonable assistance in relation to such joint working and the preparation of the Essential Support Action Plan, in accordance with the terms indicated in Essential Support number 310, including allowing supervised access to the Authority's premises, staff, data and systems.
- 3 The Essential Support Action Plan will identify the Essential Support numbers which GeoPlace shall continue to provide to enable the Authority to comply with the Essential Support Action Plan, and shall identify any Essential Support Charges due in relation to such support. Any other services required to comply with the Essential Support Action Plan may be available from GeoPlace or other third parties subject to separate agreement.
- 4 Where the Authority fails to comply with the timescales and necessary steps to be taken in order for the Authority to become a Contributing Authority as specified in the Essential Support Action Plan, GeoPlace shall be entitled to exercise the right to fulfil the Essential Support Action Plan on the Authority's behalf (**Emergency Measures**). Where GeoPlace exercises its right to take Emergency Measures it shall fulfil the Essential Support Action Plan within such timescales and costs as are reasonable. At the Effective Date the standard cost in relation to Emergency Measures is [REDACTED].
- 5 For the avoidance of doubt, and subject to clause 15.3 of the Agreement, GeoPlace shall be entitled to issue a notice of termination for Authority Default in the event that the Authority:
 - 5.1 refuses to permit GeoPlace to exercise Emergency Measures pursuant to Schedule 3; or
 - 5.2 fails to provide reasonable assistance to enable GeoPlace to complete any action required in relation to Emergency Measures (which shall include, but not be limited to, refusing to allow supervised access to the Authority's premises, staff, data and systems); or
 - 5.3 fails to make payment to GeoPlace in relation to the completion of its Essential Support Action Plan and/or GeoPlace exercising its right to take Emergency Measures.

- 6 Where GeoPlace exercises its right to take Emergency Measures under this Schedule, such rights will cease only upon completion of the Essential Support Action Plan by GeoPlace, and the Authority being deemed to be a Contributing Authority.
- 7 The Essential Support and appropriate Essential Support Charges will be based on the description and rates set out in this Schedule and in the table below.
- 8 All figures for Essential Support Charges and Emergency Measures which are set out in this Schedule are exclusive of VAT and other taxes as applicable, and all such taxes shall be payable by the Authority in accordance with the invoicing procedure, on production of the appropriate invoice from GeoPlace.
- 9 Allowance for changes in the Retail Price Index shall be made as follows. All monetary amounts in this Schedule may be increased at the discretion of GeoPlace on 1 April each year by the amount of the increase in the Retail Price Index which the parties agree will be as determined using the MM23 dataset as published by the ONS).

Essential Support number	Essential Support title	Essential Support description	Essential Support Charge
310	Essential Support Action Plan	Provision by GeoPlace to an Authority of an action plan detailing the timescales and necessary steps to be taken in order for the Authority to become a Contributing Authority.	F
312	LLPG full supply re-synchronisation to the NAG	Where more than one (1) full supply re-synchronisation made within the same financial year. Where a request for full supply re-synchronisation is made by the Authority outside the Essential Support Action Plan process, then this shall be subject to separate contractual arrangements.	F
314	Essential Support for failure to complete the Authority Update Improvement Schedule	Essential Support to assist the Authority to complete an Authority Updates Improvement Schedule, the Authority having failed to complete the same after ██████████ Working Days of the Schedule distribution date.	F to complete the Authority Update Improvement Schedule.

Data Processor	Authority the right to receive the Services;
Data Protection Legislation	has the meaning given in the Data Protection Legislation;
Data Subject	means the UK Data Protection Legislation and any other European Union legislation relating to personal data 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);
Environmental Information Regulations	has the meaning given in the Data Protection Legislation;
FOIA	means the <i>Environmental Information Regulations 2004</i> together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations;
GeoPlace	means the <i>Freedom of Information Act 2000</i> and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioners in relation to such legislation;
Personal Data	means GeoPlace LLP, a limited liability partnership with registered number OC359627 and with its trading address at 157-197 Buckingham Palace Road, LONDON, SW1W 9SZ;
IPR	has the meaning given in the Data Protection Legislation;
PAF	means intellectual property rights, including copyright, patent, trade mark, design right, database rights, trade secrets, know how, rights of confidence and all other similar rights anywhere in the world whether or not registered and including applications for registrations of any of them;
Personal Data Breach	means the database, or any part of it, known as the 'Postcode Address File' containing all known delivery address and Postcode information in the United Kingdom as may be amended from time to time. 'PAF' is a registered trade mark of Royal Mail;
Royal Mail Services	has the meaning given in the Data Protection Legislation;
Supplied Data	means Royal Mail Group Limited;
Term	means the GeoPlace Services as defined in the Data Co-operation Agreement, including for the avoidance of doubt the provision of access to data;
UK Data Protection Legislation	means particular Data that is both licensed by GeoPlace to the Authority under the Data Co-operation Agreement and provided to the Contractor under this Agreement;
	means the period specified in Clause 2;
	means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the

Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

Works

means either:

- a) a tender by the Contractor to supply goods or services to the Authority; or
- b) the actual supply of goods or services to the Authority by the Contractor.

1.1 In this Contractor Licence, unless the context otherwise requires:

1.1.1 words in the singular include the plural and vice versa;

1.1.2 references to: a) a Clause are to a clause of this Contractor Licence; b) a party are to a party to this Contractor Licence; and c) a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision.

2 Term

This Contractor Licence shall commence on the date at the beginning of this Contractor Licence or, in the absence of such date, the date on which the second party in time signs this Contractor Licence, and shall, unless terminated earlier in accordance with Clause 6, expire upon the Contractor completing the provision of the Works.

3 Grant of sub-licence

Data Co-operation Agreement

3.1 In consideration of the Contractor providing the Works, the Authority grants the Contractor, for the Term, a non-exclusive, non-transferrable, revocable sub-licence to use the Supplied Data and/or to receive the Services for the Authority's (and not the Contractor's) Authorised Use solely for the purpose of providing the Works. The Authority shall notify the Contractor in writing of the terms of the Authority's Authorised Use prior to or at the same time as the commencement of this Contractor Licence.

3.2 Apart from the Contractor, no person, firm or organisation (including without limitation any group company or affiliate) is granted any rights under this Contractor Licence.

3.3 This Contractor Licence does not give the Contractor the right to sub-licence, distribute, sell or otherwise make available the Supplied Data and/or the Services to third parties.

3.4 Prior to or upon the Contractor receiving Supplied Data or Services (whether from the Authority or GeoPlace), the Authority will inform the Contractor in writing of the scope of the Authority's Authorised Use.

4 Obligations of Contractor

4.1 The Contractor shall:

- 4.1.1 not use Supplied Data or Services for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the brand of the Supplied Data or Services or reputation of any person;
- 4.1.2 use its best endeavours to use adequate technological and security measures GeoPlace or the Authority may reasonably recommend from time to time, to ensure that all Supplied Data, Services, login details and any other similar information (such as user names and passwords) which the Authority provides the Contractor and which the Contractor holds or is responsible for are secure from unauthorised use or access; and
- 4.1.3 notify the Authority and/or GeoPlace as soon as it suspects any infringement of any of the IPR in the Supplied Data or Services or any unauthorised use of login details and any other similar information (such as user names and passwords) and give the Authority and GeoPlace all reasonably required assistance in pursuing any potential infringement or remedying any unauthorised use.

4.2 Where the Supplied Data includes a notice relating to Royal Mail's IPR in PAF, the Contractor will not remove such notice.

5 Termination

- 5.1 Either party may terminate this Contractor Licence with immediate effect at any time by giving notice to the other party in writing.
- 5.2 This Contractor Licence will terminate automatically with immediate effect in the event that the Data Co-operation Agreement is terminated or expires.

The Authority will inform the Contractor of such termination as soon as practicable following such termination.

6 Effect of Termination or Expiry

- 6.1 In the event of termination or expiry of this Contractor Licence:
 - 6.1.1 the Contractor shall within thirty (30) calendar days of such termination or expiry destroy (or at GeoPlace's or the Authority's option return) all the Supplied Data in any media which it holds or for which it is responsible (including any Supplied Data embedded in any other material) and provide, at GeoPlace's or the Authority's request, a sworn statement by a duly authorised person that it no longer holds any Supplied Data (or login details or similar details); and
 - 6.1.2 the Contractor shall cease to be entitled to use any login details provided by the Authority in order to access the Supplied Data (or passwords or similar details provided in order to access any Supplied Data made available from time to time by GeoPlace or the Authority).
- 6.3 Those Clauses intended to survive termination or expiry (including, without limitation, Clauses 1, 4.1.2, 4.1.3, 4.2, 6, 7, 8, 10, and 11 to 17) shall continue in full force and effect notwithstanding such termination or expiry.

7 Variation

- 7.1 The Authority shall be entitled to vary this Contractor Licence with immediate effect by giving notice in writing to the Contractor.
- 7.2 If the Contractor is not entitled to use specific Supplied Data and/or Services as a result of the variation of this Contractor Licence in accordance with Clause 7.1, then this shall be treated as a termination in part in relation to that specific Supplied Data and/or Services and, in relation to any such Supplied Data, the Contractor shall comply with an obligation equivalent to Clause 6.1.1.

8 Auditing

- 8.1 Upon GeoPlace's or the Authority's written request, the Contractor shall provide written evidence of compliance with its obligations under this Contractor Licence.
- 8.2 The Contractor shall maintain accurate and complete records of its use of the Supplied Data and Services. GeoPlace and/or the Authority (and their respective representatives) have the right on reasonable notice during business hours to enter the Contractor's premises and to inspect and audit its systems, operations and all supporting documentation to ensure the Contractor's compliance with this Contractor Licence and to take copies of any necessary records. The Contractor shall, at its expense, make appropriate employees and facilities available to provide GeoPlace and/or the Authority with all reasonable assistance to enable such inspection, auditing and copying to take place.
- 8.3 The Contractor will comply with reasonable measures stipulated by GeoPlace or the Authority as a result of any audit.

9 Warranties

- 9.1 The Authority and GeoPlace exclude to the fullest extent permissible by law all express or implied warranties.

10 Liabilities

- 10.1 Nothing in this Contractor Licence shall exclude or limit either party's (or, if applicable, GeoPlace's) liability for:
- 10.1.1 death or personal injury to the extent it results from its negligence, or that of its employees or agents; or
 - 10.1.2 fraud or fraudulent misrepresentation.
- 10.2 The Contractor acknowledges that GeoPlace shall have no liability whatsoever in respect of its use of the Supplied Data and/or Services.
- 10.3 Subject to Clause 10.1, the Contractor will indemnify the Authority against all and any loss, liability, costs (including without limitation legal costs), claims, damages or expenses suffered or incurred by the Authority or for which the Authority may become liable arising out of any breach by the Contractor of any of the provisions of this Contractor Licence or the use by the Contractor of the Supplied Data and/or Services.

11 Assignment, subcontracting and sublicensing

- 11.1 Except as agreed in writing by GeoPlace, neither party is entitled to assign, license, transfer or novate any of their rights and/or obligations under this Contractor Licence.

12 Waiver

- 12.1 The waiver on a particular occasion by either party of rights under this Contractor Licence does not imply that other rights will be waived.
- 12.2 No delay in exercising any right under this Contractor Licence shall constitute a waiver of such right.

13 Intellectual Property Rights

- 13.1 The Contractor acknowledges that this Contractor Licence does not constitute the grant or transfer of any IPR subsisting in or used in connection with the Supplied Data and/or Services including any documentation and manuals relating thereto and that the ownership of all such rights is unaffected by this Contractor Licence. The Contractor shall not during or at any time after the expiry or termination of this Contractor Licence in any way question or dispute the ownership of rights of GeoPlace or the Authority or any third party in the Supplied Data and/or Services.
- 13.2 For the avoidance of doubt, the Contractor assigns to the Authority all present and future IPR it owns in the Works.

14 Confidentiality

- 14.1 The parties agree:
- 14.1.1 to use Confidential Information of the other only for the purposes of discussions between the parties relating to their business relationship, and for performing obligations and exercising rights granted under this Contractor Licence;
 - 14.1.2 to keep all Confidential Information secure, and to disclose it only to those employees, consultants, directors and professional advisers who need to know such Confidential Information and who are subject to at least the same obligations of confidentiality as those set out in this Clause 14;
 - 14.1.3 to notify the other without delay of any unauthorised use, copying or disclosure of the other's Confidential Information of which it becomes aware and provide all reasonable assistance to the other to stop such unauthorised use, copying and/or disclosure; and

14.1.4 except as required by law or by governmental or regulatory requirements (which, for the avoidance of doubt, shall include any requirements for disclosure under the FOIA and/or the Environmental Information Regulations), not to disclose Confidential Information to any third parties unless expressly permitted under this Clause 14 or with the other's prior written consent.

14.2 The obligations in this Clause 14 do not apply to 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 previously known to it (unless acquired directly from the other party or in breach of any obligation of confidentiality) or was independently developed by it without the use of any Confidential Information.

15 Data Protection

15.1 Each party shall, at its own expense, ensure that it complies with the requirements of the Data Protection Legislation in relation to its processing of Personal Data as a Data Controller or alternatively as a Data Processor. This Clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause 15, **Applicable Laws** means (for so long as and to the extent that they apply to the Contractor) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

15.2 Each party, as a Data Controller, may share the Personal Data (comprising name, telephone number(s) and email address) of relevant contract managers managing the Contractor Licence with the other party as independent Data Controllers for the sole purpose of administering and managing the Contractor Licence.

15.3 Without prejudice to the generality of Clause 15.1, where the Contractor processes Personal Data as a Data Processor on behalf of the Authority as Data Controller in connection with the performance by the Contractor of its obligations under this Contractor Licence, the Personal Data shall be specified in the Schedule and the Contractor shall:

15.3.1 process that Personal Data only on the documented written instructions of the Authority unless the Contractor is required by Applicable Laws to otherwise process that Personal Data. Where the Contractor is relying on Applicable Laws as the basis for processing Personal Data, the Contractor shall promptly notify the Authority of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Contractor from so notifying the Authority;

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- 15.3.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 15.3.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 15.3.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - 15.3.4.1 the Authority or the Contractor has provided appropriate safeguards in relation to the transfer;
 - 15.3.4.2 the Data Subject has enforceable rights and effective legal remedies;
 - 15.3.4.3 the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 15.3.4.4 the Contractor complies with reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
 - 15.3.5 assist the Authority, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 15.3.6 notify the Authority without undue delay on becoming aware of a Personal Data Breach;
 - 15.3.7 at the written direction of the Authority, delete or return Personal Data and copies thereof to the Authority on termination of the Contractor Licence unless required by Applicable Law to store the Personal Data; and

15.3.8 maintain complete and accurate records and information to demonstrate its compliance with this Clause 15.

15.4 Where the Contractor is a Data Processor as set out in Clause 15.3, the Authority does not consent to the Contractor appointing any third party processor of Personal Data under this Contractor Licence.

16 Contracts (Rights of Third Parties) Act 1999

16.1 Subject to Clause 16.2, a person who is not a party to this Contractor Licence has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any term of this Contractor Licence.

16.2 GeoPlace shall be entitled to the benefit of the terms of this Contractor Licence and the rights to enforce such terms under the *Contracts (Rights of Third Parties) Act 1999*.

17 Governing Law and Jurisdiction

17.1 This Contractor Licence is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.

SIGNING

SIGNED by	SIGNED by.....
for and on behalf of [Authority]	for and on behalf of [Contractor]
.....
.....

SCHEDULE^{FN}

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. PROCESSING BY THE PROVIDER

1.1 SCOPE:

[insert details]

1.2 NATURE:

[insert details]

1.3 PURPOSE OF PROCESSING:

[insert details]

1.4 DURATION OF THE PROCESSING:

[insert details]

2. TYPES OF PERSONAL DATA

[insert details]

3. CATEGORIES OF DATA SUBJECT

[insert details]

FN This Schedule will need to be populated each time the Contractor will be processing personal data on behalf of the Authority.

Schedule 5 Contract Management

1 Contractual Management

1.1 Authority Contacts Executive

1.1.1 The Authority Contacts Executive (**ACE**) is a forum for representatives of GeoPlace and the Participating Authorities established (a) to ensure that the specification, data entry conventions and quality and performance measures are properly monitored by GeoPlace; and (b) to represent Participating Authorities and to liaise with GeoPlace in connection with the rights and obligations of such Authorities under this Agreement.

1.1.2 The ACE acts to manage the relationship between GeoPlace and Participating Authorities in accordance with the current ACE Terms of Reference and Governance Guidelines, available via the GeoPlace website, and as amended by ACE from time to time. This Schedule sets out the high level principles underlying the ACE Terms of Reference.

1.1.3 The ACE is the decision making body for managing the Data Co-operation Agreement, and associated technical documentation relating to data supply arrangements between Participating Authorities and GeoPlace (for example, the Data Entry Conventions and Best Practice and Data Transfer Formats or their replacements).

1.1.4 The membership of ACE will comprise:

1.1.4.1 the following voting members:

- a) Two GeoPlace LLP authorised representatives, one of whom will be identified as the chairperson of all meetings (whether virtual or physical). These two members will have one vote each (but the chairperson will have no casting vote);
- b) Appointed principal chair of the Regional Chairs Address Group (with only one vote). In the absence of the chair of the Regional Chairs Address Group, the deputy of the Regional Chairs Address Group will become a voting member;
- c) Appointed principal chair of the Regional Chairs Street Group (with only one vote). In the absence of the chair of the Regional Chairs Street Group, the deputy of the Regional Chairs Street Group will become a voting member); and

1.1.4.2 the following non-voting members:

- a) the deputy of the Regional Chairs Address Group;
- b) the deputy of the Regional Chairs Street Group;

- c) a meeting facilitator/coordinator to be provided by GeoPlace; and
- 1.1.5 other advisory members invited by the voting members to join the group from time to time or on a regular basis.
Members from the ACE will meet at least four (4) times per twelve month period, the optimum being no less than monthly, to develop and agree strategy and business plan, discuss and resolve any issues, agree any changes to the DEC, Data Transfer Format, Authority Updates Improvement Schedules, ACE Terms of Reference or other technical documentation referred to in or associated with the Agreement and, subject to clause 14.2, to agree any other changes to the Agreement, in each case with specific reference to:
 - a) the performance by GeoPlace and the Participating Authorities;
 - b) GeoPlace Services, GeoPlace Default, Authority Services, Authority Default(s), Essential Support and Emergency Measures;
 - c) requests for changes to the Agreement and associated documentation;
 - d) formal notices relating to the Agreement;
 - e) review the role and remit of the Regional Chairs Group(s), sub-group(s), working party(s) and Authority Contacts representatives; and
 - f) review any relevant working arrangements involving GeoPlace, including with the LGA (Local Government Association), Ordnance Survey, VOA (Valuation Office Agency), Royal Mail, the Geospatial Commission and DfT (Department for Transport).
- 1.1.6 Local Authority representation on ACE will be drawn from the Regional Chairs Address Group and the Regional Chairs Street Group (each an **RCG**), constituted of regionally elected Authority Address Custodians and Authority Street Custodians, respectively. The ACE may liaise with the RCG(s) in any consultation required to resolve any issues and also receive requests from the RCG(s) for changes to the Agreement or associated documentation. Only ACE or a principal chair may nominate the RCG(s) to investigate and resolve any issues.

1.2. Regional Chairs Group(s)

The RCGs will:

- 1.2.1 be formed through the election of regional Authority Address Custodian and Authority Street Custodian representatives by the appropriate Authority Contacts according to the current RCG Terms of Reference and Governance Guidelines available via the GeoPlace website, and as amended by the ACE from time to time. The RCG(s) will also invite representatives of GeoPlace to attend all their meetings (whether virtual or physical);

- 1.2.2 represent Participating Authorities in accordance with the RCG Terms of Reference and Governance Guidelines (as described above);
- 1.2.3 assist in the monitoring and management of Authority Updates;
- 1.2.4 assist the monitoring and management of the use of GeoPlace Services;
- 1.2.5 provide feedback to the ACE on issues related to Authority Services and GeoPlace Services;
- 1.2.6 provide a mechanism for the ACE to explore issues related to the Agreement;
- 1.2.7 consult and gather issues and views, using region / area meetings (whether virtual or physical), from Authority Contacts and making any necessary requests for action from the ACE; and
- 1.2.8 monitor and advise the ACE and Participating Authorities of issues that may affect the delivery of Authority Updates and use of the GeoPlace Services.

Schedule 6 Dispute Resolution

The procedure for disputes will comprise four stages.

- Stage 1** Where at all possible, the parties shall take appropriate steps to resolve the dispute internally using the Authority Contacts Executive as a mediator wherever possible (and without the need to invoke any formal procedure). If it has not been possible to resolve the dispute then Stage 2 will be invoked by written notice from either party (in the form of a paper letter signed by the signature to the Agreement).
- Stage 2** Within twenty (20) Working Days of receipt of such notice, the dispute shall be discussed by the signatories to this Agreement. In the event that the matter is not resolved within twenty (20) Working Days of such discussion, any party may invoke the next stage.
- Stage 3** The dispute shall then be referred to independent arbitration in the form of independent legal advice nominated from Chartered Institute of Arbitrators. Should the matter still be unresolved after a further period of twenty (20) Working Days, any party may invoke the next stage.
- Stage 4** The dispute shall be referred to the courts of England and Wales as applicable under clause 27.

Any of the time limits specified above may be extended by the mutual agreement of the parties to the dispute. Such extension shall not prejudice the right of any party to proceed to the next stage of the dispute procedure on its expiry.

Schedule 7 Not used

Unclassified

Schedule 8 List of Authorities and street works organisations

Participating Authorities provide:

1. Authority Address Updates; and/or
2. Authority Street Updates;

as set out below.

3. Street works organisations (i.e. Highway Authorities and Statutory Undertakers) are those organisations referred to in section 3 below.

This Schedule sets out the relevant organisations as at 1st April 2021. As new authorities and street works organisations are created or existing authorities and street works organisations are dissolved, altered or renamed, this Schedule will be deemed to be amended accordingly. Where the Authority considers that it is likely to be involved in a reorganisation/structural change of this nature, it will provide GeoPlace with no less than 6 months' written notice providing relevant details of such change.

Authorities and street works organisations are grouped into Authority Address Updates or Authority Street Updates as set out in Table 1 below, indicating the Authority Update status and Authority and street works organisations entitlement to GeoPlace Services.

Table 1

	Authority Update required for the Addressing Datasets	Authority Update and / or street works organisations data required for the NSG
Authority Address Updates		
English Shire District	YES	N/A
English and Welsh Unitary	YES	YES
Authority Street Updates		
English County	N/A	YES
English and Welsh Unitary	YES	YES
street works organisations (i.e. Highway Authorities and Statutory Undertakers)	N/A	YES

For the avoidance of doubt, in terms of Authority Updates for the Addressing Datasets, all Borough, City, District and Unitary Authorities (for the avoidance of doubt including those Borough, City, District, Welsh, London Borough and Metropolitan Authorities that are Unitary Authorities) shall be classified as Authorities for the purposes of making contributions as Authority Updates to the Addressing Datasets, in accordance with this Agreement.

For the avoidance of doubt, in terms of Authority Update and street works organisations data required for the NSG, all County and Unitary (for the avoidance of doubt including those Borough, City, District, Welsh, London Borough and Metropolitan Authorities that are Unitary Authorities) shall be classified as Authorities for the purposes of making contributions as Authority Updates to the NSG, in accordance with this Agreement.

1. List of Authority Address Update authorities

English city, district and borough councils, (those shown in *italics* are the county of that authority)

Cambridgeshire

Cambridge
East Cambridgeshire
Fenland
Huntingdonshire
South Cambridgeshire

Hertfordshire

Broxbourne
Dacorum
East Hertfordshire
Hertsmere
North Hertfordshire
St Albans
Stevenage
Three Rivers
Watford
Welwyn Hatfield

Oxfordshire

Cherwell
Oxford
South Oxfordshire
Vale of White Horse
West Oxfordshire

Cumbria

Allerdale
Barrow-in-Furness
Carlisle
Copeland
Eden
South Lakeland

Kent

Ashford
Canterbury
Dartford
Dover
Gravesham
Maidstone
Sevenoaks
Shepway
Swale
Thanet
Tonbridge and Malling
Tonbridge Wells

Staffordshire

Cannock Chase
East Staffordshire
Lichfield
Newcastle-under-Lyme
South Staffordshire
Stafford
Staffordshire Moorlands
Tamworth

Derbyshire

Amber Valley
Bolsover
Chesterfield
Derbyshire Dales

Lancashire

Burnley
Chorley
Fylde
Hyndburn

Suffolk

Babergh
East Suffolk
Ipswich
Mid Suffolk

Erewash
High Peak
North East Derbyshire
South Derbyshire

Devon

East Devon
Exeter
Mid Devon
North Devon
South Hams
Teignbridge
Torrige
West Devon

East Sussex

Eastbourne
Hastings
Lewes
Rother
Wealden

Essex

Basildon
Braintree
Brentwood
Castle Point
Chelmsford
Colchester
Epping Forest
Harlow
Maldon
Rochford
Tendring
Uttlesford

Gloucestershire

Cheltenham
Cotswold
Forest of Dean

Lancaster
Pendle
Preston
Ribble Valley
Rossendale
South Ribble
West Lancashire
Wyre

Leicestershire

Blaby
Charnwood
Harborough
Hinckley and Bosworth
Melton
North West Leicestershire
Oadby and Wigston

Lincolnshire

Boston
East Lindsey
Lincoln
North Kesteven
South Holland
South Kesteven
West Lindsey

Norfolk

Kings Lynn and West
Norfolk
Breckland
Broadland
Great Yarmouth
North Norfolk
Norwich
South Norfolk

North Yorkshire

Craven
Hambleton
Harrogate

West Suffolk

Surrey

Elmbridge
Epsom and Ewell
Guildford
Mole Valley
Reigate and Banstead
Runnymede
Spelthorne
Surrey Heath
Tandridge
Waverley
Woking

Somerset

Mendip
Sedgemoor
Somerset West and
Taunton
West Somerset

Warwickshire

North Warwickshire
Nuneaton and Bedworth
Rugby
Stratford-on-Avon
Warwick

West Sussex

Adur
Arun
Chichester

Gloucester
Stroud
Tewkesbury

Hampshire

Basingstoke and Deane
East Hampshire
Eastleigh
Fareham
Gosport
Hart
Havant
New Forest
Rushmoor
Test Valley
Winchester

Richmondshire
Ryedale
Scarborough
Selby

Nottinghamshire

Ashfield
Bassetlaw
Broxtowe
Gedling
Mansfield
Newark and Sherwood
Rushcliffe

Crawley
Horsham
Mid Sussex
Worthing

Worcestershire

Bromsgrove
Malvern Hills
Redditch
Worcester
Wychavon
Wyre Forest

English unitary metropolitan, borough, city and district councils

Barnsley
Birmingham
Bolton
Bradford
Bury
Calderdale
Coventry
Doncaster
Dudley
Gateshead
Kirklees
Knowsley
Leeds
Liverpool
Manchester
Newcastle upon Tyne
North Tyneside
Oldham

Rochdale
Rotherham
Salford
Sandwell
Sefton
Sheffield
Solihull
South Tyneside
St. Helens
Stockport
Sunderland
Tameside
Trafford
Wakefield
Walsall
Wigan
Wirral
Wolverhampton

English unitary London (boroughs)

Barking and Dagenham
Bexley
Bromley
Croydon
City of Westminster

Barnet
Brent
Camden
City of London
Ealing

Enfield	Greenwich
Hackney	Hammersmith and Fulham
Haringey	Harrow
Havering	Hillingdon
Hounslow	Islington
Kensington and Chelsea	Kingston upon Thames
Lambeth	Lewisham
Merton	Newham
Redbridge	Richmond upon Thames
Southwark	Sutton
Tower Hamlets	Waltham Forest
Wandsworth	

English unitary authorities

Bath and North East Somerset	Bedford
Blackburn with Darwen	Blackpool
Bournemouth Christchurch and Poole	Bracknell Forest
Brighton and Hove	Bristol
Buckinghamshire	Central Bedfordshire
Cheshire East	Cheshire West and Chester
Cornwall	Darlington
Derby	Dorset
Durham	East Riding of Yorkshire
Halton	Hartlepool
Herefordshire	Isles of Scilly
Isle of Wight	Kingston upon Hull
Leicester	Luton
Medway	Middlesbrough
Milton Keynes	Northumberland
North East Lincolnshire	North Lincolnshire
North Northamptonshire	North Somerset
Nottingham	Peterborough
Plymouth	Poole
Portsmouth	Reading
Redcar and Cleveland	Rutland
Shropshire	Slough
Southampton	Southend-on-Sea
South Gloucestershire	Stockton-on-Tees
Stoke-on-Trent	Telford and Wrekin
Thurrock	Torbay
Warrington	West Berkshire
West Northamptonshire	Wiltshire
Windsor and Maidenhead	Wokingham
York	

Welsh unitary authorities

Blaenau Gwent	Merthyr Tydfil
Bridgend	Monmouthshire
Caerphilly	Neath Port Talbot
Cardiff	Newport
Carmarthenshire	Pembrokeshire
Ceredigion	Powys
Conwy	Rhondda Cynon Taf
Denbighshire	Swansea
Flintshire	Torfaen
Gwynedd	Vale of Glamorgan
Isle of Anglesey	Wrexham

2. List of Authority Street Update authorities

English county

Cambridgeshire	Cumbria
Derbyshire	Devon
East Sussex	Essex
Gloucestershire	Hampshire
Hertfordshire	Kent
Lancashire	Leicestershire
Lincolnshire	Norfolk
North Yorkshire	Nottinghamshire
Oxfordshire	Staffordshire
Somerset	Suffolk
Surrey	Warwickshire
West Sussex	Worcestershire

English unitary metropolitan, borough, city and district councils

Barnsley	Birmingham
Bolton	Bradford
Bury	Calderdale
Coventry	Doncaster
Dudley	Gateshead
Kirklees	Knowsley
Leeds	Liverpool
Manchester	Newcastle upon Tyne
North Tyneside	Oldham
Rochdale	Rotherham
St. Helens	Salford

Sandwell
Sheffield
South Tyneside
Sunderland
Trafford
Walsall
Wirral

Sefton
Solihull
Stockport
Tameside
Wakefield
Wigan
Wolverhampton

English unitary London (boroughs)

Barking and Dagenham
Barnet
Bexley
Brent
Bromley
Camden
City of London
City of Westminster
Croydon
Ealing
Enfield

Greenwich
Hackney
Hammersmith and Fulham
Haringey
Harrow
Havering
Hillingdon
Hounslow
Islington
Kensington and Chelsea
Kingston upon Thames

Lambeth
Lewisham
Merton
Newham
Redbridge
Richmond upon Thames
Southwark
Sutton
Tower Hamlets
Waltham Forest
Wandsworth

English unitary authorities

Bath and North East Somerset
Blackburn with Darwen
Bournemouth Christchurch and Poole
Brighton and Hove
Buckinghamshire
Cheshire East
Cornwall
Derby
Durham
Halton
Herefordshire
Isle of Wight
Leicester
Medway
Milton Keynes
North East Lincolnshire
North Northamptonshire
Nottingham
Plymouth
Portsmouth

Bedford
Blackpool
Bracknell Forest
Bristol
Central Bedfordshire
Cheshire West and Chester
Darlington
Dorset
East Riding of Yorkshire
Hartlepool
Isles of Scilly
Kingston upon Hull
Luton
Middlesbrough
Northumberland
North Lincolnshire
North Somerset
Peterborough
Poole
Reading

Redcar and Cleveland
Shropshire
Southampton
South Gloucestershire
Stoke-on-Trent
Thurrock
Warrington
West Northamptonshire
Windsor and Maidenhead
York

Rutland
Slough
Southend-on-Sea
Stockton-on-Tees
Telford and Wrekin
Torbay
West Berkshire
Wiltshire
Wokingham

Welsh unitary authorities

Blaenau Gwent
Bridgend
Caerphilly
Cardiff
Carmarthenshire
Ceredigion
Conwy
Denbighshire
Flintshire
Gwynedd
Isle of Anglesey

Merthyr Tydfil
Monmouthshire
Neath Port Talbot
Newport
Pembrokeshire
Powys
Rhondda Cynon Taf
Swansea
Torfaen
Vale of Glamorgan
Wrexham

3. List of street works organisations

Published as the 'Street Works Act SWA code list' on the GeoPlace website and as amended from time to time.

Schedule 9 Additional Third Party Data

Address data files

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Street data files

- Statutory Undertakers - ASD and / or ODD Private Street Managers - ASD and / or ODD

Street data queries

- Statutory Undertakers/Private Street Managers queries