

**GENERAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF MINING INFORMATION FOR ONE OFF DESK STUDY USE**

1. Definitions

"CA" means the Coal Authority of 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire, NG18 4RG;  
"Fee" means the agreed fee payable by the Licensee to CA in respect of the Mining Information;  
"Licensee" means the person, firm or company entering into this Licence with CA;  
"Mining Information" means data and/or information and/or materials supplied by CA to the Licensee pursuant to this Licence;  
"Intellectual Property Rights" means all patents, copyrights, design rights, trademarks, database rights, trade secrets, know-how and other intellectual property rights (whether registered or unregistered) and all applications for such rights.

2. Subject to the terms and conditions of this Licence, and in consideration of the Fee, CA hereby grants to the Licensee a non-exclusive and non-transferable licence to use the Mining Information for its own internal information and/or to advise the specific clients on whose behalf the Mining Information is purchased and/or in any planning or other regulatory application on which the Licensee is acting. The Licensee is furthermore licensed to copy and reproduce the Mining Information for inclusion in advice to such clients or in such application, and for back-up purposes, but may not otherwise copy or reproduce the Mining Information. In all cases, the Mining Information may only be used for the assignment to which the Licensee's request relates, and may not be used or stored for the purpose of using the same in any other assignment. The Licensee may not use the Mining Information for any purpose save as expressly set out herein, and in particular may not: sell, hire or sub-licence the Mining Information; use the Mining Information for marketing or promotional purposes; publish the Mining Information; amend, modify or adapt the Mining Information; or incorporate the Mining Information into wider mining information datasets or generally available products or processes.

3. The Licensee acknowledges and agrees that:

- (1) the Mining Information is used by it entirely at its own risk;
- (2) the Mining Information is drawn from CA's coal mining database and that CA may have no direct knowledge of information contained in the Mining Information. In compiling the Mining Information, CA may have made assumptions, which may or may not be correct, as to the position of certain mine entries, the existence and extent of certain unrecorded coal workings, the number of certain seams, location, depth and last date of working of past mining activity and as to the locations of certain abandoned opencast sites. The Licensee also acknowledges and agrees that, depending upon the age and original source of information available to CA, the site boundary may be limited to the specific area where coal is believed to have been extracted and not to the overall site boundary or excavation area;
- (3) the Mining Information may not be enlarged to any greater scale than that at which it is supplied. For information provided digitally this is 1:2500 scale; and
- (4) where the Mining Information is delivered electronically, CA does not warrant or represent that the Mining Information is free from viruses and the Licensee is solely responsible for scanning the Mining Information for viruses.

4. The Licensee acknowledges and accepts that the Mining Information is made up of information over which CA may not have direct knowledge or control. CA gives no warranty and makes no representation that the Mining Information:

- (1) is complete, accurate, reliable or exhaustive;
- (2) is up-to-date, or will not become obsolete or incorrect over any period of time (for the avoidance of doubt CA will not provide updates to the Mining Information unless an update agreement is in place between CA and the Licensee);
- (3) is suitable or fit for any particular use or purpose; or
- (4) is of any economic value.

5. (1) Nothing in this Licence shall exclude or limit either party's liability for death or personal injury, fraud or any other liability which cannot be excluded or limited by law. (2) Save as set out in sub-clause 1 of this clause, in respect of any liability or claim arising directly or indirectly from the supply of the Mining Information by CA and/or its use or interpretation by the Licensee or any third party:

- (a) CA shall not be liable for any indirect economic or consequential loss (including, but not limited to, loss of profits, loss of value, loss of contracts, loss of production or wastage of labour);
  - (b) CA's liability shall be limited to a sum equal to the Fee (and there shall be no liability on CA where the Mining Information is supplied free of charge);
  - (c) Licensee fully indemnifies CA, its officers, employees and agents against all and any such liability or claim, including any indirect economic or consequential loss.
- (3) The Licensee shall fully insure against its potential liabilities under this Licence with an insurer acceptable to CA and shall maintain the same for the duration of this Licence. The Licensee shall on request produce the policy of such insurance to CA.

6. (1) The Licensee acknowledges and agrees that CA is the owner of database right in the Mining Information and that any Intellectual Property Rights and other proprietary rights in the Mining Information or otherwise belonging to CA shall remain the property of CA and that the Licensee shall acquire no Intellectual Property Rights or

other rights in the Mining Information, whether by operation of this Licence or otherwise. The Licensee may not remove or amend any proprietary notice affixed or attached to the Mining Information.

(2) Save for the purposes expressly authorised by this Licence or as required by law, Licensee shall keep all Mining Information and any interpretation thereof strictly confidential and shall not supply the same to any third party or any employee, officer or agent of the Licensee not directly employed by the Licensee in the assignment to which the request for Mining Information relates.

(3) The Licensee shall maintain such security over the Mining Information as is reasonably necessary to ensure that it complies with its obligations under this Licence. The Licensee will monitor usage of the Mining Information to ensure compliance with this Licence and to ensure that the Mining Information is not disclosed or used in breach of this Licence.

7. CA may issue an invoice to the Licensee following supply of the Mining Information and payment shall be made by the Licensee without deduction or set off within 30 days of the date of the invoice to: **Finance Department, The Coal Authority, 200 Lichfield Lane, Mansfield, Notts, NG18 4RG**. Any sums outstanding after 30 days shall bear interest, at the rate of 5% per annum above Lloyds Bank Plc base rate, from the date of the invoice to the date of actual payment. In the event that payment is not made within 30 days from the date of the invoice, CA shall have the absolute right to require the return, deletion or destruction of the Mining Information forthwith.

8. All Mining Information, including any back-up versions, will be destroyed or deleted by the Licensee on completion of the assignment for which the Mining Information was provided. The Licensee will on request provide confirmation and evidence to show that this clause has been complied with.

9. The Licensee shall ensure that these general conditions are brought to the attention of its officers, employees and agents using the Mining Information pursuant to this Licence and any other persons to whom the Mining Information is disclosed with the consent of CA.

10. This Licence, and CA's obligations under it, are subject to CA's statutory and regulatory duties and obligations. The Licensee may not assign this Licence to any third party. A third party who is not a party to this Licence shall have no rights to enforce its terms. Failure by either party to exercise or enforce any rights will not be construed as a waiver of those rights. If any provision of this Agreement is or becomes invalid or unenforceable it will be severed from the rest of this Agreement and no other provision of this Agreement shall be rendered invalid or unenforceable. This Licence may not be amended or supplemented except in writing signed by a duly authorised officer of each party. The Licensee will permit CA or its duly appointed representative access on reasonable notice to its premises, facilities and staff to audit or verify the Licensee's compliance with this Licence.

11. This Licence shall be governed by and construed in accordance with English Law and is subject to the non-exclusive jurisdiction of the English Courts.

**Subject: Coal Mining data - #####**

**Our ref: CA29/03/02**

**Your ref: #####**

I agree to the terms and conditions set out above:

Signed: .....

Date: .....

Name: .....

Position: .....

For and on behalf of (full name of company or firm):

Of (full address of company or firm):