

Chasing Peaks Ltd

Business Print Mapping Contract

v1.0 - Jul 2020

This Business Print Mapping Contract (**Contract, Licence, Agreement**) sets out the commercial terms on which Chasing Peaks Ltd (company number , also trading as Chasing Maps) (**we, us, our, Chasing Maps**) licenses to commercial outdoor activity providers (including, but not limited to, those considered to be “instructors”, “coaches”, “centres”, “leaders”, “activity providers”), including you, the person or entity entering into this Contract in accordance with the the our terms and conditions (**you, your**), the use of third party licensed data for inclusion in your Commercial Services including, but not limited to, “coaching”, “instruction”, “tuition”, “leadership” and “guiding”.

Definitions and interpretations

Third Party	Any legal entity that is not you or us
Commercial Services	All activities provided by you for commercial gain, whether financial or otherwise
Digital Product	The digital representation of the Master Copy
Printed Product	The printed representation of the Master Copy
Copy	A single printed or digitally distributed representation of the Master Copy
Master Copy	The PDF file of your printed product as generated by our mapping system at the time of placing the order, or when requesting a refreshed version during the order grace period
Order Grace Period	A period of time between placing your order and the Master Copy remaining available for renewed generation. This ensures prints can be regenerated should technical issues interrupt or impact the original order fulfilment
Mapping System	Our mapping system accessed through https://business.chasingmaps.com using your authenticated and individual user account
Map Shop	Our map shop accessed through https://chasingmaps.com
Licensed Data	Any version or representation of third party data supplied to you by us under the terms of this contract
Trade Body	A relevant membership or professional organisation, typically linked to discounted rates on our Mapping System (e.g. MTA)

Terms of Supply - Printed Mapping Products

We grant you:

A non-exclusive, non-transferable licence (without rights to sub-license to any third party) to access the Digital Products (and any output thereof) for printing purposes only subject to the provisions of this Contract and the number of copies notified to us at the time of placing your order.

Such Printed Products are granted a non-exclusive, perpetual licence for commercial or non-commercial use, but without any right to copy, modify, extract or re-utilise Licensed Data represented in the Printed Products save as permitted by Chapter III of the Copyright, Designs and Patents Act 1988 (Acts Permitted in relation to Copyright Works).

Where you hold one or more of the following Third Party Licences (as administered directly by the relevant third party), we grant you a non-exclusive, non-transferable licence to execute the rights under the relevant Third Party Licence until such time as the Third Party Licence expires or otherwise no longer takes effect and the existence of such licence was notified to us at the time of placing your order.

Unless otherwise agreed by us in writing, we do not grant you permission to alter the original depiction of our products in any way, save as already permitted by other clauses of this Agreement, or as required by the relevant Third Party Licence. Under no circumstances shall any copyright or licensing statement present on our product be omitted or overwritten:

Ordnance Survey Limited:

- Paper Map Copying Licence
- Publication Licence

Terms of Service - Mapping System

1. Preconditions

- a. You must register for your account via our shop and complete the relevant steps as outlined on the Mapping System landing page.
- b. We reserve the right to refuse account registration at any point, with or without providing a reason.
- c. By logging into the service you agree to be bound by the terms of this Agreement and any future amendments as notified by us.
- d. Regulations 9 and 11 of the Electronic Commerce (EC Directive) Regulations 2002, relating to contracts made online shall not apply to this Agreement in respect of access to our Mapping System.

2. Term of this Agreement

- a. Subject to clause 1.a), this Agreement will commence when you have accepted or are deemed to have accepted its terms and shall remain in force until its termination or expiry.
- b. You may only access the Mapping System for its intended purpose, including and limited to:
 - i. Managing/Administering your account
 - ii. Defining and amending your saved areas of interest
 - iii. Placing and retrieving print orders for Licensed Data
- c. You must not allow access to the Mapping System by any Third Party using your account credentials.
- d. You must not create any representation of the information contained within the Mapping System save for the content of completed orders and account information as required for book-keeping and administrative purposes. This includes, for the avoidance of all doubt, sharing of screenshots created from the system or its outputs.
- e. You must not upload any content from our Mapping System to the internet for access by anyone else, other than yourself and, in the case of you representing an organisation, your immediate staff for administrative purposes.
- f. You will use the "Leisure Mapping" layers of the map system only where strictly necessary. We monitor the use of these layers and may disable access to them on a per-account basis without warning, where we reasonably believe their use to be excessive in relation to the account order value.

3. Security and Compliance

- a. Unless caused by us breaching this Agreement, you are liable for any breach of this Agreement.
- b. We are not responsible for unauthorised access to or use of your account. We have ensured a high level of autonomy and security by utilising a one-time-login

approach. The security of your registered email address is solely your responsibility.

- c. If you become aware of any breach of the email address connected to your account you will notify us immediately.
 - d. You must not attempt to reverse engineer, "hack" or otherwise maliciously interfere with the Mapping System or any of its components.
 - e. You must not attempt to circumvent settings and presets within the system in respect of print outputs. Such circumvention may cause severe system disruption to users and will be traced to your account.
 - f. You must not use the Mapping System or any of its outputs for any purpose that, in our reasonable opinion, may be illegal, deceptive, misleading, unethical or otherwise inappropriate.
 - g. You must not remove any copyright statements, licensing information or trade marks from any system output or the system itself.
 - h. All orders carry individual, traceable identifiers which are indefinitely linked to the originating account. It is your responsibility to ensure recipients of your copies are aware that they are not granted any sub-licence and therefore may not copy, distribute, publish, alter or commercially use the Printed Product.
 - i. You will provide us with all necessary co-operation in relation to this Agreement and all necessary access to information relating to this Agreement and your use of the Mapping System and its related outputs as we may reasonably require.
4. Suitability of the service
- a. You are responsible for ensuring the service and its outputs satisfy your requirements and expectations.
 - b. We will provide all necessary assistance in determining this, which may include trial accounts or sample output.
 - c. By adding your first funds or placing your first chargeable credit order you agree that the service meets your relevant requirements.
 - d. We supply mapping as-is from our third party suppliers. We do not provide any guarantees for its accuracy, completeness, timeliness or the absence of errors. We endeavour to update the underlying print data as close to the data release date as possible, though delays of up to one month are possible due to processing requirements.
5. Fees
- a. Where your plan is pre-paid:
 - i. Any funds added to your account will expire on their anniversary, except where additional funds are added before the expiry date, therefore resetting the anniversary date.
 - ii. Placing of orders shall not affect the anniversary date.
 - iii. You may at any point request a Credit based account. If successful, any existing funds in your account will be retained and absorbed into your first charge period.
 - b. Where your plan is credit based:

- i. You agree to settle your account bi-annually in arrears as invoiced by us on the first day of the month of May and November.
 - ii. You agree to settle your account earlier, should the charges reach any threshold as agreed by us at the time of entering into the Credit agreement.
 - iii. Where your account becomes Credit based during a running charge period, your charges will be added to the subsequent charge period if the number of remaining days of the current period is less than or equal to half of its total days.
 - iv. You acknowledge a minimum settlement amount of £25.00 per charge period, except for periods of £0.00 order value, irrespective of the number of orders placed during this time.
 - v. You may at any point ask for your account to be switched to pre-paid, prompting an invoice for settlement of your existing charges in line with our standard terms as outlined.
 - vi. Where your payment remains outstanding after 30 days of the invoice date we reserve the right to switch your account to pre-paid with immediate effect and suspend use until all accounts are settled.
 - c. You will notify us immediately of any change of business status or validity of trade body registration as applicable to your account registration.
 - d. All prices are subject to change with 6 months notice, by no more than 25% and with 12 months notice by more than 25%.
 - e. Except where specified otherwise, all prices quoted exclude VAT and any other applicable taxes, which you shall pay in addition at the rate prevailing at the date of the invoice or charge being applied to your account, if applicable. At present Chasing Peaks Ltd is not registered for VAT.
6. Service Levels
- a. We endeavour to achieve a Monthly Uptime Percentage of at least 95% during recognised GB business hours. Such figure being provided exclusively by our chosen service monitoring solution and relating solely to the main body of the page, specifically excluding the availability of third party mapping in the map viewer.
 - b. Where our uptime falls below the level described for three consecutive months or more than half of the months in any year, you may request a full refund or early settlement of your account depending on your account status. Such settlement shall not be subject to our £25.00 minimum credit invoice and will be conducted exclusively using BACS payments. Settlement under these terms will represent a cessation of your account and a mutual termination of this Contract.
7. Termination
- a. We reserve the right to disable your account without warning where we reasonably believe you to have breached this Agreement or failed to satisfy your obligations under any part of it.
 - b. Either party may terminate this agreement

- i. by giving no less than 90 days' written notice; or
 - ii. with immediate effect by written notice if the other party is in material breach of any term and such breach is either incapable of being remedied or is not remedied within 30 days of a written request to do so; or
 - iii. with immediate effect by written notice if the other party is in persistent breach; or
 - iv. with immediate effect by written notice if the other party ceases to carry on business
 - c. Termination shall not impact on your rights of use in respect of the order outputs as detailed by this Contract.
- 8. Contracts (Rights of Third Parties) Act 1999
 - a. A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Contract, except that Chasing Peaks Ltd shall be entitled to enforce this Contract under the Contracts (Rights of Third Parties) Act 1999.
- 9. Confidentiality and privacy
 - a. We will not share any information relating to your account, except where required by law or court order and for the purpose of satisfying our Third Party Data Provider licence agreements.
 - b. In respect of Third Party Data Providers we may share your name, basic contact information (email) and summary transaction records. This information is used to ensure our compliance with relevant sub-licence agreements and you may be contacted by the provider to spot check your reported usage against our records.
- 10. Limitations
 - a. We shall not be responsible for any breach of this Contract caused by circumstances beyond our reasonable control.
 - b. Neither party excludes or limits liability under this Agreement for:
 - i. Any breach of intellectual property rights
 - ii. Personal injury or death caused by its negligence or that of its employees, contractors or agents; or
 - iii. Fraud or any other liability that cannot be lawfully excluded or limited
 - c. Subject to clause 9.b): Our total liability for all claims made under or in connection with this Agreement shall be limited to the amount you have paid us under this Agreement during the preceding 12 months; and
 - i. Neither you nor we will be liable to the other for any special, indirect or consequential losses or damages; and
 - ii. Neither you nor we will be liable to the other for any loss of profits, loss of business or loss of contracts (in each case whether direct or indirect).
 - d. Save for the provisions in clause 6.b) we shall not be responsible for any losses arising from an unavailability of our service.
 - e. You may not assign, sub-license, share or otherwise transfer any of your rights under this Contract.

- f. If any provision of this Contract is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of this Contract, which shall remain in full force and effect.
- g. The waiver on a particular occasion by either party of rights under this Contract does not imply that other rights will be waived.
- h. No delay in exercising any right under this Contract shall constitute a waiver of such right.
- i. This Contract will be governed by English law and both parties submit to the exclusive jurisdiction of the English courts.

11. Notices

- a. We will provide notices by (one, or a combination, of):
 - i. Message on the accounts page of the Mapping System
 - ii. Public notice on our public facing web presences
 - iii. Direct Email to your account associated email address
- b. You will provide notice to us by:
 - i. Email to geo@chasingpeaks.com from your registered email address
 - ii. Recorded delivery to our registered office address
- c. Notices shall be deemed to have been received
 - i. If sent by us by email, when we send the email (unless we receive a delivery failure notification for reasons other than your email address not being valid);
 - ii. If sent by you by email, when you send the email to the correct address. We will acknowledge receipt of your notice within 5 working days. If this is not the case you should assume you have not used the correct email address;
 - iii. If posted by us to our web presences or the account section of the Mapping System, with immediate effect;
 - iv. If sent by hand, when delivered or, if delivered outside of business hours, at 09:00 local time on the first business day following delivery.