

Chasing Peaks Ltd

Mapping Products Licence

v1.0 - Apr 2018

Payment Schedule 2018/2019

Applicable to all sales of mapping products by Chasing Peaks Ltd unless otherwise notified at time of sale. Applicable to the sale and distribution under licence of all mapping products produced by Chasing Peaks Ltd.

The payment schedule will be revised annually, with the licence remaining at the same version if no other changes are made.

Schedule A - General Licence	3
Schedule B - Commercial Use	7
Schedule C - Distribution	8
Schedule D - Sale	9
Schedule E - Publication	10
Schedule F - White Label	10
Schedule G - Digital Use	10
Schedule H - Event Use	10
Payment Schedule (2018/2019)	11

Schedule A - General Licence

Individual licence holders are private individuals including Sole Traders who operate solely as a single individual and do not employ others to carry out work.

Organisational users represent all legal entities where use of the product is through multiple individuals, regardless of trading status or size, except for 2(f)

1. You will:

- a. Display the appropriate copyright statements as provided with your product.
- b. Display the appropriate licence statements as provided with your product and licence where applicable.
- c. Pay any fees as outlined in the payment schedule in accordance with the final licence you hold.
- d. Follow any specific restrictions or implement any measures as agreed in writing at the time your licence is issued or updated.
- e. Applicable to organisational users only, to include any and all legal entities where use may be by an individual other than the purchaser (e.g. Sole trader when employing others, Ltd, Trusts etc):

Annually update us on the number of members of staff you employ or utilise and ensure any account balances relating to this are settled

- i. Staff numbers will only ever increase in regards to the licence and we will not be liable for payment of any refunds as a result of a reduction of your staffing levels. (e.g. If you are reducing from 10 staff to 5 the licence will remain at 10. If you are increasing from 10 to 15 your licence will increase to 15. If you then reduce back to 10 the licence will remain at 15.)

2. You can

- a. Hold a defined number of concurrent hard copies.
 - i. 2 concurrent hard copies of any individual product you ordered as an individual licence holder at any given time
 - ii. 2 concurrent hard copies per product ordered as an organisational licence holder per member of staff in relation to your licence at any given time
 - iii. Where a product order contained multiple separate sheets the clause relates to each individual sheet. (e.g 10 A4 sheets in a personal licence holder's order = 2 copies of each A4 sheet. NOT 20 copies across all sheets.)
 - iv. Contrast, colour or accessibility variations of the same content do not constitute individual sheets and all count as one sheet of defined content.
 - v. Additional concurrent hard copies can be purchased at the rates outlined in the payment schedule.
- b. Make unlimited hard copies of the product subject to clause 2(a)

- c. Where the product is used only internally for administrative purposes a premises copying licence allowing the holding of unlimited concurrent hard copies for a defined purpose may be available by written request at our discretion.
 - d. Use the supplied product
 - i. indefinitely if you are a personal licence holder
 - ii. indefinitely for the trading or registration duration of the organisation if you are an organisational licence holder, in respect of non-commercial use only
 - iii. as part of a commercial activity organised by you or your organisation, where you or members/staff/beneficiaries of your organisation are under the instruction of external instructors and you or your organisation are not benefiting financially or in kind from the activity other than through receiving tuition
 - iv. for artistic use in your home or in case of organisational licence holder on your premises, including public access areas
 - v. non-commercially for its commonly accepted purpose (e.g. the intended use of a map is for planning and navigation)
 - e. As individual licence holder
 - i. Allow your direct family and relations to make use of the product in your name in accordance with this schedule, not transferring additional schedules held (e.g. Commercial Use)
 - f. As organisational licence holder
 - i. Provide copies to officials, staff and non-paying visitors of the organisation for use in accordance with this licence while under your care, supervision or on your premises
3. You must not:
- a. Make any financial gain or gain in kind from the use of the product or use the product commercially except
 - i. as outlined in clause 2(e)
 - ii. in the case of educational establishments as agreed by us, where the product is used in an on-going course equivalent to 6 months or more of full-time study at the institution
 - b. Make the product available for use by any third party in any digital format
 - c. Sell the product
 - d. Distribute the product
 - i. In case of organisational licence holders: Other than in accordance with the uses outlined in section 2, including “keeping” of the product by contractors and participants after an activity has ended.
 - e. Publish the product on its own or as part of a publication
 - f. Lend out the product for financial gain of any kind, whether direct or indirect
 - g. Alter the product including its size, colour and coverage except for the purpose of disability access - e.g. colour changes for colour blindness, large print for visual impairment

- h. Utilise the product for planning, conducting of or partaking in illegal or morally ambiguous activities
 - i. Use the product in any way other than the explicitly allowed uses mentioned in section 2 of your licence.
 - j. Hold more hard copies than your licence allows at any given point, including any copies pre-printed for future use.
4. Where a specific case or use is not covered by this licence it is assumed not allowed unless express permission has been granted in writing by Chasing Peaks Ltd to the Licensee.
5. We reserve the right to cancel a licence without prior warning should we reasonably suspect a breach of licensing conditions by notifying the licence holder using the contact details held for the Licensee. In addition,
 - a. we reserve the right to pursue damages in relation to breaches of the licence conditions.
 - b. the licence holder shall be liable for any additional damages arising in this context, after notification has been sent, regardless of cause.
 - c. we shall not be liable for delay in notification where the licence holder has not informed us of a change of contact details, where notification is delayed due to unavailability of the licence holder, or due to technical difficulty on behalf of the licence holder
6. Licences are generally non-transferable and linked explicitly to an individual or a legal entity representing an organisation.
 - a. Where circumstances change and an individual licence holder changes their trading status to that of an organisation (e.g. Sole Trader to Ltd), a licence transfer shall not be unreasonably withheld.
 - b. Changes from organisational licence to individual licence will usually be refused.
 - c. Licence transfers between individuals or trading entities will be considered on a case by case basis.
7. Licences may only ever be on individual terms or organisational terms, never both.
8. We reserve the right to alter licence conditions where we find reasonable grounds to do so (e.g. due to certain business models in use by organisations).
9. If we change our licensing terms
 - a. We will notify you of any changes and provide you the option to switch to new terms immediately or remain on your existing terms.
 - b. You will remain on your existing licence terms until you wish to make a change or renew a licence agreement.
10. Where licence changes are necessary due to legal requirements, legal proceedings, unenforceable clauses, a need for clarification or general spelling and grammar correction, A.9 does not apply.
11. We reserve the right to refuse licence renewal for any and/or all schedules at our discretion.

12. We reserve the right to agree individual terms against a licence number where this is beneficial for us and the licence holder. The degree of deviation of negotiated terms from our published licence terms is not limited.
13. Governing Law and validity
 - a. This licence shall be valid for use world wide in accordance with agreed schedules.
 - b. This Licence shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.
14. Chasing Peaks Ltd will be the sole decision making authority on the suitability of a licence for its intended use.
15. Schedules in this licence shall be applied in alphabetical order. Where these conflict subsequent licence statements override previous ones. Thus Schedule B overrides Schedule A in case of conflict. Schedule C overrides Schedule B overrides Schedule A and so on.

Schedule B - Commercial Use

1. You will:
 - a. Provide accurate information about the size of your commercial activity to Chasing Peaks Ltd for the purpose of calculating your licence fees as set out in the payment Schedule.
 - b. Ensure any copies of the product used in a commercial setting conform to the hard copy limit relating to your licence.
 - i. This includes copies intended for distribution to customers after courses if the copies are used as a part of the course.
2. You can:
 - a. Hold 5 additional concurrent hard copies per product if you are an individual licence holder
 - b. Hold an additional 2 concurrent hard copies per full time equivalent member of staff per product if you are an organisational licence holder
 - c. Use the product for commercial and non-commercial activities, including:
 - i. personal licence holders or staff and sub-contractors of organisational licence holders
 - ii. participants on led courses and activities
 - iii. for artistic use on the licence holder's premises including public access areas
 - iv. for its commonly accepted purpose (e.g. the intended use of a map is for planning and navigation) by staff and customers.
 - d. Provide copies to staff and customers in accordance with this licence.
3. You must not:
 - a. Distribute the product other than in accordance with the uses outlined in section 2, including "keeping" of the product by customers and contractors after the activity has ended.
 - b. Allow use of the product for commercial purposes by anyone other than those persons outlined in Schedule B 2(c)(i).

Schedule C - Distribution

1. You will:
 - a. Ensure any recipients of mapping understand that their use is limited to personal non-commercial use of the hard copy provided. Any copying of the supplied hard copy is prohibited.
 - b. Report any use of mapping you have distributed that you suspect does not conform with personal non-commercial use to Chasing Peaks Ltd at the earliest opportunity
 - c. Keep accurate records of distribution numbers and provide these to Chasing Peaks Ltd:
 - i. With each extension application to the licence
 - ii. Annually on the anniversary of the licence
 - iii. Within 7 days of an enquiry being made by Chasing Peaks Ltd
2. You can:
 - a. Make hard copies of the product for the express purpose of distribution.
 - b. Distribute licenced mapping, including to:
 - i. Staff and officials associated with your organisation
 - ii. Visitors to your organisation, grounds or facilities
 - iii. Members of the public
 - iv. Participants on courses where you hold a commercial licence for the use of the mapping.
3. You must not:
 - a. Charge any recipient directly or indirectly for the mapping received (e.g. Making the mapping available exclusively to paying visitors of a facility and not to non-paying ones would not be allowed.)
 - b. Make the mapping available in digital format
 - c. Make the mapping available in a way that does not allow you to control distribution numbers and report these accurately
 - d. Distribute the mapping solely for the purpose of circumventing your hard copy limit for commercial gain. (e.g. You can't "distribute" mapping before a course which you charge for and then "happen to use" the mapping "by coincidence" during the course without holding the relevant hard copy licences at the same time.)

Schedule D - Sale

1. You will:
 - a. Ensure purchasers or recipients of mapping understand that their use is limited to a general personal licence as set out in Schedule A - Personal Licence
 - b. Report any use of mapping you have sold or distributed that you suspect does not conform with personal use as set out in Schedule A to Chasing Peaks Ltd at the earliest opportunity
 - c. Keep accurate records of sale and distribution numbers and provide these to Chasing Peaks Ltd:
 - i. With each extension application to the licence
 - ii. Annually on the anniversary of the licence
 - iii. Within 7 days of an enquiry being made by Chasing Peaks Ltd
 - d. Settle outstanding royalties within 14 days of receipt of an invoice by Chasing Peaks Ltd
2. You can:
 - a. Make hard copies of the product for the express purpose of selling.
 - b. Sell licensed mapping to anybody in accordance with the fees agreed in writing in your licence statement
3. You must not:
 - a. Make changes to the sale price without written agreement by Chasing Peaks Ltd
 - b. Sell or distribute the mapping in digital form or make available as download
 - c. Allow the sale of any mapping licensed under this licence:
 - i. by any party other than the licence holder
 - ii. in the name of the licence holder by a third party

Schedule E - Publication

Not currently provided. Publication of any products created by Chasing Peaks Ltd is subject to individual agreements between us and the third party.

Schedule F - White Label

Not currently provided. White labeled products may be available in exceptional circumstances or as part of a sponsorship agreement between us and any third party. This is subject to individual agreements.

Schedule G - Digital Use

Not currently provided. While we supply our data in digital format, you as the licensee are obliged to print the product before use or distribution.

The only exception is the use of the product as part of a slide deck when instructing a course and making reference to the product in accordance with all schedules contained in your licence agreement.

Schedule H - Event Use

Tailored licence conditions are available for individual events where the use of the mapping falls outside of this published licence schedule.

Event licences include elements of all schedules for the specific purpose of supporting a defined event at a defined date and location. Event licences are granted on a per application basis and previous granting of a licence does not guarantee subsequent approval.

Schedule I - Exclusivity

We offer two levels of exclusivity for bespoke and custom made mapping. These cover our standard styles and custom styles respectively and are designed to protect your commercial interests when purchasing mapping from us.

These can only be applied for when purchasing custom or bespoke mapping and cannot be requested for already openly sold products.

The licence period for both levels is 3 years with renewal possible in accordance with the licence terms in force at the time of renewal. Renewal is not guaranteed at the end of your validity period.

Both agreements are applied and charged per product area (e.g. an A4 map centered on SP123456 at various styles) at time of ordering. Addition of products to an existing licence will incur extra charges.

Level 1 - Non-advertising

- This will ensure we will not advertise the area or your choosing as a new product on any of our sales or advertising channels.
- We will still be able to sell the product to customers who request the same or significantly similar mapping off their own accord.
- We will not disclose that a non-advertising agreement is in place when reselling.
- We will charge the same amount to all customers purchasing the product.
- Multiple agreements with multiple customers may be in place at any given time.
- We reserve the right to cancel the agreement should we receive more than 50 requests for the same area in the licence validity period. You will be refunded pro-rata in this case.

Level 2 - Full exclusivity

- This will ensure that the product you have purchased is exclusively yours.
- We will not sell to any customer any other products that cover the same geographical area (more than 50% overlap) at identical or significantly similar style.
- We will disclose that a full exclusivity agreement is in place when queried as to why a sale cannot be completed, but not disclose the agreement holder.

Payment Schedule (2018/2019)

Payment schedules apply from April 1st until March 31st of each cycle.

Changes made to the payment schedule will be communicated to existing customers no later than February 1st of the ending cycle.

For calculation purposes against this schedule the maximum nominal product cost is £50 per A4 equivalent sheet. Therefore the maximum nominal product cost for an A3 product is £100, for A2 £200 etc.

General Licences (Schedule A)

Personal Licence (Schedule A)

£0.00

Organisational Licence (Schedule A)

Fees are calculated based on a combination of:

1. Orders placed per year
2. Full time equivalent (FTE) members of staff. Directors are always considered FTE for this purpose. FTE for our calculations is based on 253 full or 506 half days in our licence period. For casual, freelance, zero hours etc workers the half days must be added up and divided by the given figures to calculate the FTE figure.

Initial fee of £25.00 (includes up to FIVE full time equivalent staff) + £5 for each FTE equivalent member of staff thereafter payable **on first order placed per licence year**.

Order fee of £2.50 payable for **each order placed thereafter** up to a maximum of £100 per licence year.

£5 payable for **each additional FTE staff member over the original limit (5)** per licence year - this is on top of any fees already paid for the year and is payable regardless of orders within the year to cover the additional copies held by organisational licence users.

A single order may include multiple products.

Simplified rates for large organisations with consistently more than 5 FTE staff can be negotiated.

Example:

Year 1: 4 members of staff, 3 orders placed = £25 + (2x £2.50) = £30

Year 1: 3 members of staff join = £10 (total now 7, 2 over the licence limit)

Year 2: 7 members of staff, 0 orders placed = £10

Year 3: 5 members of staff, 5 orders placed = £25 + (4 x £2.50) = £35

Year 4: 6 members of staff, 2 orders placed = £25 + £5 + £2.50 = £32.50

Year 5: 5 members of staff, 0 order placed = £0

Commercial Use Licence (Schedule B)

Annual turnover figure based on previous financial year or forecast where not available. Businesses with a significant proportion (50%+) of turnover not attributed to outdoor pursuits (e.g. Equipment sales, First Aid training) can apply for a lower bracket. This is at our sole discretion.

First year fee payable after any period of interruption in holding the commercial licence.

Annual retainer payable each year.

Where a business increases its turnover and advances into a higher category, the retainer will be for the new relevant category regardless of the previous category. Reduction in turnover will be adjusted downwards one category per year.

Annual turnover	First year fee	Annual retainer (subsequent years)
<= £5,000	£25	£5
<= £10,000	£50	£10
<= £20,000	£100	£20
<= £40,000	£200	£40
<= £60,000	£300	£60
<= £80,000	£400	£80
<= £100,000	£500	£100
<= £150,000	£750	£150
<= £200,000	£1000	£200
<= £250,000	£1250	£250
£250000+	£2500	£500

Example:

Year 1: £9,000 = £50

Year 2: £8,000 = £10

Year 3: £41,000 = £60

Year 4: £19,000 = £40

Year 5: £18,000 = £20

Distribution Licence (Schedule C)

Calculated on a per product basis.

Account or up-front payment terms agreed on a case by case basis.

Minimum annual distribution licence fee: £10 (retained as non-refundable credit against all royalties payable for that year).

Maximum cost chargeable to end recipient to offset printing expenses: £0.50 per nearest A4 equivalent sheet.

Royalties payable to Chasing Peaks Ltd: **0.015 x (Original Product Cost)** per A4 equivalent copy distributed.

Examples:

Product 1, product cost £20 = royalties of £0.30 payable per copy distributed

Product 2, product cost £450 (A3 size, capped at £100¹) = royalties of £1.50 payable per copy distributed

¹ See introduction to [Payment Schedule \(2018/2019\)](#)

Reseller Licence (Schedule D)

Calculated on a per product basis.

Account or up-front payment terms agreed on a case by case basis.

Minimum annual reseller licence fee: £25 (retained as non-refundable credit against all royalties payable for that year).

Retail price must be agreed by Chasing Peaks Ltd and must not be changed during the current licence period.

Minimum cost chargeable to end recipient: £2.00 per A4 equivalent sheet.

Royalties payable to Chasing Peaks Ltd: $((\text{Sale Price} \times 0.3) + (\text{Original Product Cost} \times 0.03))$
per A4 equivalent copy sold

Example:

Product 1, product cost £35, Sale Price £3.00 = £1.95 in royalties per copy

Product 2, product cost £25, Sale Price £5.00 = £2.25 in royalties per copy

Product 3, product cost £450 (A4 size, so capped at £50²), Sale price £4.00 = £2.70 in royalties per copy

² See introduction to [Payment Schedule \(2018/2019\)](#)

Exclusivity (Schedule I)

Calculated per product area at time of purchase.

Validity period of 3 years.

We reserve the right to adjust the pricing for this schedule for areas that we can reasonably assume will result in significant loss of revenue over the validity period of the licence.

Non-advertising (Level 1)

£100 for the first area and up to 10 styles.

£50 any additional adjacent area including up to the same 10 styles.

£5 per additional style per area.

Administration charge of £20 plus additional charges for any additions made after the first order.

Full exclusivity (Level 2)

£1000 for the first area and up to 5 styles.

£250 any additional adjacent area including up to the same 5 styles.

£50 per additional style per area.

Administration charge of £20 plus additional charges for any additions made after the first order.

Additional Concurrently Held Hard Copies

Additional hard copy holding capacity is charged per product and once purchased cannot be reduced.

For organisational licence holders additional hard copies purchased will always extend any hard copy limit related to the organisational license.

£0.50 per A4 equivalent.

Fines

Lack of concurrent hard copies

We will charge a base fine of £50 + the cost of additional hard copies observed per product held against your account, multiplied by the number of products held against your account.

Example:

- You are allowed to hold 2 concurrent copies per product at time of infraction
- You hold 12 copies of one single product
- You have previously purchased 4 products (all A4 for simplicity)
- We will assume you have made 12 copies for each product you own and bill you accordingly
- = £50 + (4 x ((12 - 2) x £0.50)) = £70

Fines do not increase the concurrent hard copy limit and the allowed copies held in the example after fine payment remains at 2 per product.

Missing or insufficient commercial use licence

We will charge a fine of 10% of the annual turnover of the organisation or trader up to a maximum value of £10,000 per year since supply of any data or proven existence of a sufficient commercial use licence.

The minimum value for any fine relating to this infraction shall be no less than £200 per year.

This fine is NOT calculated pro rata and leniency is given to allow for full payment of annual retainers until the end of April.

Payment of this fine does NOT grant a commercial use licence going forward and does not constitute an existing licence for retainer fee purposes.

Non declared distribution / Purposely misreported distribution figures

We will charge a fine of:

£100 (per year since the products have been supplied) +

5 x the combined product value across all orders held by the account at the time of calculation

The minimum value for any fine relating to this infraction shall be no less than £200 per year, the maximum value shall be unlimited.

Non declared resale

We will charge a fine of:

£100 (per year since the products have been supplied) +
2 x (the product value) x (our estimated sales volume) x (sale price)

This fee shall be calculated per product where multiple products are involved.

The minimum value for any fine relating to this infraction shall be no less than £200 per year, the maximum value shall be unlimited.

Purposely misreported resale numbers

We will charge a fine of:

2 x (the sale price) x (our estimated sales volume over declaration)

This fee shall be calculated per product if applicable.

The minimum value for any fine relating to this infraction shall be no less than £200 per year, the maximum value shall be unlimited.

Underreporting of organisational size or financials

We will charge a fine of:

£1000 per suspected year OR 5% of the annual turnover (estimated or actual) of the organisation, whichever is greater.

Unless proven through disclosure of financials for the years in question we will estimate an annual turnover to our best guess.

Legal proceedings

We reserve the right to pursue any unlawful, unlicensed or undeclared use of our products through legal means in addition to any fees and fines outlined in this licence schedule. This is especially true for, but not limited to, cases of copyright infringement, misrepresentation, defamation or unlawful procurement of our products.

Pricing examples:

All examples exclude the product cost and explain licensing costs only.

Personal use

Scenario:

1 personal account holder

4 Map products (2 x A4, 2 x A3) - 2 concurrent hard copies per product as standard

Use within group of friends walking together for leisure (5 friends) wanting a map to use each

Account holder takes maps back at end of use

Licence cost (one off):

Personal Licence (Schedule A): **£0.00**

Additional Hard Copies held: 3 x (6 (A4 equiv) x £0.50) = **£9**

Total one off: **£9.00**

Commercial use 1

Scenario:

1 personal account holder (Sole Trader, no employees)

Turnover <= £5,000 per year

4 Map products (2 x A4, 2 x A3) - 2 concurrent hard copies per product as standard

Use by up to 12 candidates as part of navigation course (13 concurrent copies required)

Only 1 x A4 and 1 x A3 map used by candidates (no additional concurrent copies for other maps needed)

Licence cost (one off):

Personal Licence (Schedule A): £0.00

Commercial Use Licence (Schedule B): £25.00

Additional Concurrent Hard copies (2 + 5 per product included in licences): 6 x (3 (A4 equiv) x £0.50) = £9

Licence cost (recurring, if no other change):

Commercial Use Licence (Schedule B): £5.00

Total one off: **£36.00**

Total recurring: **£5.00**

Commercial use 2

Scenario:

Company with 9 FTE members of staff (18 concurrent hard copies per product)

Turnover £250,000+ per year

40 (A4 equiv) map products

Commercial use of 30 A4 equiv products by up to 30 paying clients concurrently

Distribution of 500 equiv A4 sheets to individuals (all product cost £25 per A4 for simplicity)

Resale of 50 equiv A4 products (all product cost £25 per A4, resale value £5 for simplicity)

All products ordered once in Year 1. No further orders made.

Licence cost (one off):

Organisational Licence (Schedule A): £45

Commercial Use Licence (Schedule B): £2500

Additional concurrent hard copies: £0.00 (as Commercial Licence doubles the concurrent hard copy limit to 36 per product in this case)

Licence cost (recurring, if no other change):

Commercial Use Licence (Schedule B): £250.00

Royalties payable (depending on arrangement, annually here):

Distribution Licence (Schedule C): $500 \times 0.015 \times £25 = £187 - £10 \text{ credit} = £177$

Resale Licence (Schedule D): $50 \times ((£5 \times 0.3) + (£25 \times 0.03)) = £112.50 - £25 \text{ credit} = £87.50$

Total one off: **£2545.00** + royalties

Total recurring: **£250.00** + royalties