

**BACKGROUND:**

These Terms of Sale set out the terms under which Paid Content, accessed via Subscriptions, is sold by Us to business customers through this website, MapVision.co.uk (“Our Site”). Please read these Terms of Sale carefully and ensure that you understand them before purchasing a Subscription. You will be required to read and accept these Terms of Sale when ordering a Subscription. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to purchase a Subscription and access Paid Content through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

**1. Definitions and interpretation**

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Contract”</b>	means a contract for the purchase of a Subscription to access Paid Content, as explained in Clause 6;
<b>“Paid Content”</b>	means the digital content sold by Us through Our Site;
<b>“User Content”</b>	means the digital content uploaded to Our Site by you;
<b>“Subscription”</b>	means a subscription to Our Site providing access to Paid Content;
<b>“Subscription Confirmation”</b>	means Our acceptance and confirmation of your purchase of a Subscription;
<b>“Subscription ID”</b>	means the login email for your Subscription; and
<b>“We/Us/Our”</b>	means Beacon Dodsworth Ltd, a company registered in England under company number 2908091, whose registered and trading address is 10 Middlethorpe Business Park, Sim Balk Lane, Bishopthorpe, York, YO23 2BD.

**2. Information about Us**

2.1 Our Site, MapVision.co.uk, is owned and operated by Us.

2.2 Our VAT number is GB 599 250 301.

2.3 Our contact details are:

2.3.1 Telephone: 01904 701020

2.3.2 Email: [mapvisionhelp@beacon-dodsworth.co.uk](mailto:mapvisionhelp@beacon-dodsworth.co.uk)

2.3.3 Post: Beacon Dodsworth Ltd, 10 Middlethorpe Business Park, Sim Balk Lane, Bishopthorpe, York, YO23 2BD.

2.3.4 Contact form, and live web chat (within working hours) are also available on Our Site.

**3. Access to and use of Our Site**

3.1 Access to Our Site is free of charge.

3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.

3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

3.4 Use of Our Site is subject to Our [Website Terms of Use](#). Please ensure that you have read them carefully and that you understand them.

#### 4. **Business customers**

4.1 These Terms of Sale apply to business customers only.

4.2 These Terms of Sale constitute the entire agreement between Us and you with respect to your purchase of Subscriptions and Paid Content from Us. You acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out in these Terms of Sale and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

#### 5. **Subscriptions and pricing**

5.1 We may from time to time change Our prices. Changes in price will not affect any Subscription that you have already purchased but will apply to any subsequent renewal or new Subscription.

5.2 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. All pricing information is reviewed and updated annually. Changes in price will not affect any order that you have already placed.

5.3 If We discover an error in the price or description of your Subscription after your order is processed, We will inform you immediately and make all reasonable efforts to correct the error.

5.4 If you choose to renew your Subscription earlier than the expiry date of your current Subscription, the additional days will be added to the date of the new Subscription. Your start and expiry dates of all subscriptions are available on Our Site, detailed in the purchase history of the Account tab.

#### 6. **Orders – How Contracts are formed**

6.1 Our Site will guide you through the process of purchasing a Subscription. Before completing your purchase, you will be given the opportunity to review your order and amend it. Please ensure that you have checked your order carefully before submitting it.

6.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. We will not be responsible for any delay in the availability of Paid Content that results from you providing incorrect or incomplete information.

6.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending you a Subscription Confirmation by email. Only once We have sent you a Subscription Confirmation will there be a legally binding Contract between Us and you.

6.4 Subscription Confirmations shall contain the following information:

6.4.1 Your Subscription ID;

6.4.2 Confirmation of the Subscription ordered;

6.4.3 Fully itemised pricing for your Subscription including taxes;

6.4.4 The duration of your Subscription;

6.4.5 Your business name, address and if applicable VAT number for the purpose of issuing a VAT invoice.

6.5 In the unlikely event that We do not accept or cannot fulfil your order for any reason, We will contact you. No payment will be taken under normal

circumstances. If We have taken payment any such sums will be refunded to you.

## **7. Payment and Refunds**

- 7.1 Payment for Subscriptions must always be made in advance. Your chosen payment method will be charged when We process your order and send you a Subscription Confirmation.
- 7.2 Payments due must be made in full, without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).
- 7.3 We accept the following methods of payment on Our Site:
  - 7.3.1 PayPal; you do not need a PayPal account to pay, you may use credit and debit cards through PayPal.
- 7.4 If you are unable to pay through PayPal, please contact Us using the details in Clause 2.3.
- 7.5 If you believe that We have charged you an incorrect amount, please contact Us using the details provided in Clause 2.3.
- 7.6 Your purchase history is detailed within the Account tab on Our Site.
- 7.7 Any refunds due under Clause 6.5, Clause 11.2, Clause 12, and Clause 14 will be paid to you within 14 calendar days of the date on which the Contract is cancelled and will be made using the same payment method that you used when ordering the Subscription.

## **8. Provision and availability of Paid Content**

- 8.1 Paid Content appropriate to your Subscription will be available to you immediately when We send you a Subscription Confirmation and will continue to be available for the duration of your Subscription, or until the Contract is otherwise ended.
- 8.2 In some limited circumstances, We may need to suspend the provision of Paid Content (in full or in part) for one or more of the following reasons:
  - 8.2.1 To fix technical problems or to address minor technical changes and security issues;
  - 8.2.2 To update the Paid Content to comply with relevant changes in the law or other regulatory requirements; or
  - 8.2.3 To make more significant changes to the Paid Content.
- 8.3 If We need to suspend availability of the Paid Content for any of the reasons set out in sub-Clause 8.2, We will inform you in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons, in which case We will inform you as soon as reasonably possible after suspension). Your Subscription will be extended by a period equivalent to the length of the suspension (unless the period of suspension is less than 1 calendar day). If the suspension lasts (or We tell you that it is going to last) for more than 3 calendar days, or there are multiple suspensions of less than 1 calendar day within 7 calendar days, you may end the Contract as described below in sub-Clause 12.2.

## 9. **Data access and security**

- 9.1 Any data imported into MapVision will be protected with standard SSL web encryption and hosted on our servers.
- 9.2 Each user is responsible for creating a unique password and keeping it secure. We recommend using a long password (more than 8 characters). Changing your password regularly ensures that your account remains secure.
- 9.3 When your subscription ends, your data and any projects created on MapVision will remain stored for a period of 12 months. If you renew during this period, existing data and projects will again become fully editable to you. If no renewal is made within 12 months, your data and projects will be permanently deleted. If read-only access is still required at the end of this period, access can be granted by arrangement at a rate of £75 plus VAT per annum.

## 10. **Licence**

- 10.1 When you purchase a Subscription to access Paid Content, We will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant Paid Content for commercial purposes. The licence granted to you does not give you any rights in Our Paid Content (including any material that We may licence from third parties).

## 11. **Ending Your Subscription**

- 11.1 You may cancel your Subscription at any time, however subject to Clause 6.5, Clause 11.2, Clause 12, and Clause 14, We cannot offer any refunds and you will continue to have access to the Paid Content for the remainder of your current Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.
- 11.2 If you purchase a Subscription by mistake (or allow your Subscription to renew by mistake), please inform Us as soon as possible and do not attempt to access any Paid Content. Provided you have not accessed any Paid Content since the start date (or renewal date, as appropriate) of the Subscription We will be able to cancel the Subscription and issue a full refund. If you have accessed any Paid Content once the Subscription has started, We will not be able to offer any refund and you will continue to have access to the Paid Content for the remainder of the Subscription (up until the renewal or expiry date, as applicable).
- 11.3 If you wish to exercise your right to cancel under this Clause 11, you may inform Us of your cancellation in writing providing Us with your name, address, email address, telephone number, and Subscription ID. Cancellation by email or by post (using a recognised traceable method) is effective from the date on which you send Us your message. See clause 2.3 for Our contact details.

## 12. **Ending the Contract**

- 12.1 You may end the Contract at any time if We have informed you of a forthcoming change to your Subscription or the Paid Content (as described in Clause 8.2), or to these Terms of Sale that you do not agree to. If the change is set to take effect or apply to you before the end of your current Subscription, We will issue you with a pro-rated refund equal to the remaining time left in that Subscription. If the change will not take effect or apply to you until the expiry of your current Subscription, the Contract will end at the end of that Subscription period and you will continue to have access to the Paid Content until that date.
- 12.2 You may end the contract immediately if We have:
  - 12.2.1 Suspended availability of the Paid Content for more than 3 calendar days, or;
  - 12.2.2 Informed you that We are going to suspend availability for more than 3 calendar days, or;

12.2.3 Informed you the availability of the Paid Content is delayed because of events outside of Our control for more than 3 calendar days, or;

12.2.4 Informed you of an error in the price or description of your Subscription or the Paid Content.

12.3 If you end the Contract for the reasons described in Clause 12.2, We will issue you with a prorated refund, see Clause 7.7.

12.4 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation.

### **13. Informing Us of your cancellation**

13.1 If you wish to exercise your right to cancel under Clause 11 and Clause 12, you may inform Us of your cancellation in writing providing Us with your name, address, email address, telephone number, and Subscription ID. Cancellation by email or by post (using a recognised traceable method) is effective from the date on which you send Us your message. See clause 2.3 for Our contact details.

### **14. Our Liability**

14.1 Subject to sub-Clause 14.3, We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and Us.

14.2 Subject to sub-Clause 14.3, Our total liability to you for all other losses arising out of or in connection with any contract between you and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be 100% of the total sum paid by you under the contract in question.

14.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.

### **15. Events outside of Our control (Force Majeure)**

15.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

15.2 If any event described under this Clause 15 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:

15.2.1 We will inform you as soon as is reasonably possible;

15.2.2 We will take all reasonable steps to minimise the delay;

15.2.3 To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;

15.2.4 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Paid Content as necessary.

**16. Data Protection**

16.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the “UK GDPR”), and your rights under the UK GDPR. Please refer to our [Privacy Policy](#) for further details.

17. You agree that you will be solely responsible for your User Content. Specifically, you agree, represent, and warrant that you have the right to submit the User Content and that all such User Content will comply with the provisions of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the “UK GDPR”), and your rights under the UK GDPR.

**18. Other important terms**

18.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.

18.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.

18.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.

18.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

18.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.

18.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Subscription, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them (also see sub-Clause 12.1 above).

**19. Law and Jurisdiction**

19.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

19.2 Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.