



**Licence Agreement for Using Government Digital Map Data**

**IMPORTANT - READ CAREFULLY:** This Licence Agreement is a legal agreement between the Customer and the Government pursuant to which the Data required by the Customer in the Form are supplied and under Licence No. \_\_\_\_\_.

**DEFINITIONS**

1. In this Licence, unless the context otherwise requires, the following expressions have the following meanings:

"the Charge"	means the charge or charges payable by the Customer to the Government for the supply of Data as calculated and specified in the price list of the Government from time to time;
"the Computer Configuration"	means the assembly of computer equipment used by the Customer at the Customer's location for storing, processing, retrieving, displaying and outputting the Data supplied under this Licence Agreement;
"the Licence Agreement"	means the agreement entered into between the Government and the Customer on the terms and conditions herein contained;
"the Customer"	means any individual, body of persons, corporate or unincorporated who enters into this Licence Agreement with the Government and whose name and address are set out in the Form;
"the Data"	means the map data in digital form produced and owned by the Government and supplied to the Customer under this Licence Agreement;
"the Enhancement Charge"	means the charge for the use of the Data on Computer Terminal as calculated and specified in the price list of the Government from time to time;
"the Form"	means the order form to be filled in and completed by the Customer to enable the Government to supply the Data under request as specified in the order form;
"the Government"	means the Government of the Hong Kong Special Administrative Region;
"the Government's Representative"	means the Director of Lands or any person duly authorised by him to act for and on his behalf under this Licence Agreement;
"the Licence"	means the non-exclusive and non-transferable licence to use the Data in the manner, for such purposes, in the Computer Configuration, at the location and for the period as set out in the Licence to Use the Government Digital Map Data to this Licence Agreement or as may be renewed or extended by agreement by the parties from time to time;
"the Computer Terminal"	means the computer terminal on which the Data supplied under this Licence Agreement is displayed.
2. Each gender includes the others and vice versa.
3. The singular includes the plural and vice versa.

**GENERAL TERMS AND CONDITIONS**

1. The Data under this Licence Agreement is supplied to the Customer on the basis of the particulars and information provided by the Customer in the Form and on the warranty and undertaking that such particulars and information so provided are true and accurate.
2. The use of the Data supplied under this Licence Agreement shall be subject to the Computer Configuration, for the purposes and at the location as specified in the Form. The use of Data on Computer Terminals of the Computer Configuration shall entitle the Government to charge for the Enhancement Charge in addition to the Charge.
3. The Customer shall pay the Charge and Enhancement Charge (if any) to the Government for the supply of Data as specified in the Form within fourteen (14) days from the date of the demand note issued by the Government. Failing payment on the due date shall entitle the Government to terminate this Licence Agreement forthwith without notice but without prejudice to any right the Government may have accrued as a result of or incidental to such failure to pay.

4. All money paid to the Government under this Licence Agreement shall not be refundable, in any circumstances, whether in part or in whole for any reason whatsoever.
5. The Government's Representative will notify the Customer to collect the purchased Data within three (3) weeks of the settlement of the payment for the Charge and Enhancement Charges (if any).
6. If the Data supplied is found to be corrupted or defective within one (1) calendar month from the date of collection by the Customer, the Government's Representative shall replace the Data free of charge. The Data will not be regarded as corrupted or defective if it can be loaded into and displayed on the computer system of the Government's Representative.
7. (Deleted)
8. The Government's Representative will not unreasonably withhold consent to such application by the Customer if he is satisfied with the particulars and information provided by the Customer in writing and subject to the payment of a licence fee specified in the price list of the Government from time to time in force.
9. The Customer shall allow the Government's Representative to have access without prior notice to the Customer's location for the purpose of verifying the Computer Configuration in which the Data is stored and used for the purposes and in the manner and on such number of Computer Terminal as specified in the Form by the Customer.
10. The Customer shall notify the Government's Representative in writing any changes to the Computer Configuration, purposes and location as specified in the Form within one (1) calendar month of the occurrence of such changes. Failure to notify as set out herein shall entitle the Government to terminate this Licence Agreement forthwith without notice.
11. If there is any increase in the number of Computer Terminal in the Computer Configuration such that additional Enhancement Charge is payable, the Customer shall pay such Enhancement Charge to be calculated according to the price list of the Government from time to time in force. Failure to settle the sum due to the Government within fourteen (14) days from the date of the demand note shall entitle the Government to terminate this Licence Agreement.
12. Upon termination of the Licence Agreement for whatsoever reason, or expiry of the Licence, the Customer shall immediately cease using the Data and confirm to the Government's Representative in writing within fourteen (14) days that he is no longer in possession of the Data or any part thereof in any medium or in any form and that the same has been permanently erased and/or duly destroyed, as the case may be. The Government's Representative shall have the right to enter the Customer's premises at the location to inspect the computer equipment of the Customer and to take such related steps to ensure that the written confirmation so given by the Customer is accurate.
13. The Customer acknowledges that in the event the Licence Agreement is terminated for any reason or the Licence to use has not been renewed and he continues to maintain possession or use of the Data in any medium or in any form, he shall be held liable for any infringement of copyright or other intellectual property rights the Government may have in the same and may be called upon to compensate the Government for any loss or damage.
14. The Government shall not be responsible to install the Data or provide any training in the use of the Data and gives no warranty that the Data can be processed on the Computer Configuration.
15. The Customer acknowledges that the Data has not been prepared to meet his individual requirements and purposes and that he will not have any recourse against the Government for any damage or loss he may suffer in any use or attempted use of the Data.
16. The Government gives no warranty that the Data is error-free and the Government shall in no way be held liable for any loss or damage which may be suffered by the Customer or any other person from the use of the Data.
17. Except as expressly provided in this Licence Agreement, no warranty, condition, undertaking or term expressed or implied is given or assumed by the Government.
18. The Customer acknowledges that the total liability of the Government in any event under this Licence Agreement will not exceed the aggregate of the sums received by the Government under this Licence Agreement.
19. The Government remains the owner of the Data at all times. The Customer shall not copy or otherwise infringe any intellectual property rights the Government may have in the Data, whether in whole or in part.
20. Prior written consent must be obtained from the Government before the Customer is permitted to incorporate the Data (or any part thereof, whether on hard copy, in digital form or in any other form) in any product (in whatever media) for distribution to any third party, with or without charges.
21. In the event that prior written consent is given by the Government in the preceding paragraph, the Customer shall pay to the Government such royalty payments as may be determined by the Government. The Customer shall display on and in the products containing the Data an acknowledgment with the following wording "Data reproduced with permission of the Director of Lands © Hong Kong Special Administrative Region Government".
22. The Customer shall be entitled to purchase the updated version of the Data which he has the Licence to use at the rate as stipulated in the price list of the Government from time to time in force.