



**SITE DATA LICENCE AGREEMENT
CATALIST**

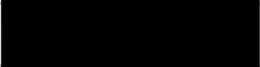
This Agreement is made between:

	"Experian"	"Client"
Full company name	Experian Limited	Department for Transport
Registered Office <i>(or, if applicable, principal place of business)</i>	Sir John Peace Building Experian Way NG2 Business Park Nottingham NG80 1ZZ	2/29 Great Minster House London SW1P 4DR
Company number, if applicable	653331	

This Agreement shall comprise the following:

- (i) This signature sheet; and
- (ii) The attached Schedule ("the Schedule") and any Appendices to the Schedule; and
- (iii) Experian's Terms and Conditions Version 4.4 which are available at www.experian.co.uk/msg-legal ("the Terms and Conditions")

The Client acknowledges that it has read, understood and stored a copy of the Terms and Conditions and agrees to be bound by them as varied by the Schedule attached. The date of this Agreement shall be the latest date of signature below.

	Experian	Client
Signature of authorised signatory		
Name		
Position		DfT Commercial Relationship Manager for Roads, Places & Environment
Date		27 January 2020

SCHEDULE

SECTION 1: CONTRACT INFORMATION

SERVICES

The provision by Experian of the Experian Catalist Site Data, as indicated below, for the Client's own internal use at the Client's premises for the Permitted Purpose.

Experian Catalist Site Data ("Data"):

Data Content: As specified in Appendix 1

Data Format:	Excel	Photos:	No
Delivery Method:	e-mail	Mapping Files:	No

Data Updates : N/A ; one-off delivery

The Services cover the following Territory: UK

Other Data:

None

TIMING AND DATES

Commencement Date:	16/12/19
Initial Term:	Not applicable – one-off delivery
Minimum Notice Period:	Not applicable – one-off delivery

SECTION 2: FEES

FEES	
(all fees are payable annually in advance on the Commencement Date and on each anniversary of the Commencement Date, and are exclusive of VAT)	
EXPERIAN CATALIST SITE DATA	£16,768 Invoice on order confirmation.

SECTION 3: FURTHER CONTRACTUAL PROVISIONS

PERMITTED PURPOSE
<p>Internal business purposes of the Client and/or any Permitted Users (as the case may be) in the Territory and not in any event for the provision of any bureau services to any third parties other than to any Permitted Users (if applicable) and not in any event for the purposes of promoting, marketing or advertising (or similar activities), either directly or indirectly, any products or services other than Client Products.</p> <p>For the avoidance of doubt, the Client and/or any Permitted Users are not permitted to publish any Data to consumers in any format or by any means whatsoever (including websites and smart phone applications).</p> <p>The Client and/or any Permitted Users are not permitted to use the Data to conduct any surveys and/or compile further data.</p>

IDENTITY OF PERMITTED USERS	
N/A	
NATURE OF PERMITTED USER RIGHTS	
Each of the rights identified below:	
The right for the Client to use the Services on behalf of the Permitted Users	<input type="checkbox"/>
The right for the Client to make the Services available to the Permitted Users	<input type="checkbox"/>

THIRD PARTY DATA	
Pursuant to Clause 1.4.3 of the Terms and Conditions, the Client agrees to comply with the licence terms of the following third party data suppliers, as applicable: None	
The licence terms of the above-named third party data suppliers are available at www.experian.co.uk/msg-legal	

REQUIREMENTS OF THE CLIENT

The Client shall also endeavour to inform Experian of any inaccuracies in the Experian Catalist Site Data as soon as such inaccuracies come to its notice.

APPENDIX 1

EXPERIAN CATALIST SITE DATA

Name & Address

Field Name	Description
CAT No	Catalist's unique national reference number for every forecourt in the UK
Site Status	Open / Under Development . Not including Closed / Obsolete / Non-Retail
Site Name	Commonly recognised name of the petrol station
Primary Rd No	Primary Road classification number
Secondary Rd No	Road classification number of secondary street

Location

Field Name	Description
Latitude Y	Latitude Y co-ordinate (WGS84) to 6dp
Longitude X	Longitude X co-ordinate (WGS84) to 6dp

Ownership

Field Name	Description
Company Name	Operating Company Name (Group / Company Name)

General Site Data

Field Name	Description
Highly Transient Location	Is the primary road a highway location &/or a busy major commuter route? (Yes/No)
Site Type	Petrol Station / Service Area / Hypermarket / Kerbside / Kerbside Off-road
Plot Size Area	Plot front multiplied by plot depth in sq. metres

Forecourt

Field Name	Description
Motor Fuel (MF) Volume	Estimated Motor Fuel volume in kilo-litres per annum – annualised rate (petrol + diesel). Categorized into High, Medium & Low
Motor Fuel Pumps	Number of motor fuel pumps

Shop

Field Name	Description
Shop	Is there some form of Forecourt Shop (Yes/No)
Shop Type	Standard / Convenience Store / Kiosk / None
Shop Area	Estimate of shop sales area in square metres
Dedicated Parking Spaces	Number of marked parking spaces around the forecourt for the shop

Catering

Field Name	Description
Catering	Does the site have either separate or in-store catering facilities? (Yes/No)

*END OF SCHEDULE *

SUPPLEMENT FOR PUBLIC SECTOR CLIENTS

These are supplementary Terms and Conditions to the Agreement to be signed between the parties.

SECTION 1: FREEDOM OF INFORMATION

FREEDOM OF INFORMATION		
<p>The Client is a public authority under The Freedom of Information Act 2000 or the Freedom of Information (Scotland) Act 2002 as appropriate ("FOIA"). The Client agrees and undertakes to Experian that (notwithstanding any contrary provision of this Agreement):</p> <ul style="list-style-type: none"> • upon receiving any request about or relating to Experian under the FOIA (including a request relating to this Agreement) or otherwise, it shall give full details of such request to Experian as soon as reasonably practicable; • it shall consult with Experian in relation to the response to such request; • in considering such a request it shall follow the guidance set out in this table; • it shall consider in good faith any comments or suggestions by Experian as to what information should be provided as part of such response. 		
<p>Part A: Information that may be disclosed without consulting Experian (although Experian should still be notified of disclosure)</p>		
<ul style="list-style-type: none"> • Contract and pre-contract information <ul style="list-style-type: none"> ○ The existence of this Agreement ○ The Terms & Conditions of the Agreement, unless stated to be not on Experian standard terms. (This Schedule and any attachments cannot be disclosed – see reasons below.) ○ The total duration of this Agreement • Pricing <ul style="list-style-type: none"> ○ The total value of this Agreement • The Services and data provided as part of the Services <ul style="list-style-type: none"> ○ General information that Experian publicly provides to clients/prospective clients on its website and by other means. 		
<p>Part B: Information that may not be disclosed without consulting Experian</p>		
Information & whether Client can confirm/deny its existence	FOIA exemption(s)	Explanation
<p>This Schedule, and any attachments to the Schedule. (The Client can confirm the existence of the Schedule.)</p>	<p>Disclosure would prejudice commercial interests</p>	<p>The Schedule contains various information that is commercially sensitive. The information in question is detailed in the remainder of this table.</p>
<p>Details of the pricing other than the total contract value, such as: how the price is calculated, the individual fees, any discounts given. (The Client</p>	<p>Disclosure would prejudice commercial interests.</p>	<p>The pricing for this Agreement has been specifically negotiated with the Client, based on the nature of the Services. The pricing was negotiated on a confidential basis. Experian cannot offer the same pricing to all its Clients. Disclosure would damage Experian's ability to sell</p>

can confirm the existence of this information.)	The information constitutes a trade secret. Disclosure would be in breach of confidence.	similar services as a commercially viable rate and cause Experian to lose its competitive edge.
Information about the Services and data provided as part of the Services that Experian provides to the Client, and which is not made publicly available. (The Client can confirm the existence of this information.)	The information constitutes a trade secret. Disclosure would be in breach of confidence. Disclosure would prejudice commercial interests.	This information is the result of high-value investment by Experian into developing its services and constitutes Experian Intellectual Property. If this information became public, it would severely damage Experian. It would allow competitors to reproduce Experian services, causing Experian to financial damage and loss of market position. The information was disclosed to the Client in confidence to allow it to connect to and make the most of the Services.
Information about the Experian business, including staff and structural changes, unless and until Experian makes such information publicly available. (The Client can confirm the existence of this information.)	Disclosure would be in breach of confidence. Disclosure would prejudice commercial interests.	This information was disclosed to the Client as a result of the relationship of trust that has arisen. Experian is careful about how such information is disclosed. If this information were to be disclosed in response to a FOIA request, this would be likely to cause damage to investor and supplier confidence in Experian, and could affect relations between Experian and its employees.
The Terms & Conditions of the Agreement, because they have been amended following negotiation with the Client. (The Client can confirm the existence of the Agreement.)	Disclosure would prejudice commercial interests	Experian has made various amendments to the Terms & Conditions that it would not normally agree to and which are specific to the Client. Disclosure would harm Experian's negotiating and commercial position in the market place.

The Client acknowledges and agrees to be bound by these supplementary Terms and Conditions to the Agreement.

	Experian	Client
Signature of authorised signatory		
Name		
Position		DfT Commercial Relationship Manager for Roads Places & Environment
Date		27 January 2020

