THE NATIONAL ARCHIVES (1)
FIND MY PAST LIMITED (2)
(trading as findmypast.com)

LICENCE AGREEMENT

1841 and 1871 Censuses

Redacted under FOI exemption 43.
THIS AGREEMENT is made on

BETWEEN

(1) THE KEEPER OF PUBLIC RECORDS for and on behalf of THE NATIONAL ARCHIVES of Kew, Richmond, Surrey
    TW9 4DU ('the Licensor'); and
(2) FIND MY PAST LIMITED (trading as findmypast.com), a company registered in England and Wales No. 04369607 whose principle place of business is 24 Britton Street, London EC1M 5UA ('the Publisher').

INTRODUCTION

IT IS AGREED:

1. Definitions
1.1 In this Agreement the following words and expressions shall have the following meanings:

   'the Acknowledgement' means a statement in the form set in Schedule 1, or as otherwise advised by the Licensor from time to time;
   'Associate' means any company that is for the time being a subsidiary or the holding company of the Publisher, 'subsidiary' and holding company having the meaning given in section 736 'Companies Acts';
   'Business Day' means any day on which banks in the City of London are open for business;
   'Companies Acts' means the Companies Act 1985 and, to the extent relevant, the Companies Act 2006 and all other statutes and subordinate legislation from time to time in force concerning companies and other bodies corporate;

Redacted under FOI exemption 43.
‘the Effective Date’ means the date of signature of this agreement as written above;

“Intellectual Property Rights” means any current and future intellectual property rights, including without limitation copyrights, trade marks, trade names, domain names, rights in logos and get-up, inventions, confidential information, trade secrets and know-how including commercial know-how, design rights, patents, utility models, semi-conductor topographies, all rights of whatsoever nature in computer software and data, rights in databases, privacy rights; and all intangible rights and privileges of a nature similar, analogous or allied to any of the above in every case in any part of the world and whether or not registered, including, in relation to the above all renewals, reversions or extensions; the right to sue for damages for past infringement; and all forms of protection of a similar nature which may subsist anywhere in the world.
‘Year’ means the period of 12 months from the Effective Date and each subsequent consecutive period of 12 months during the currency of this Agreement.

1.2 Headings used in this Agreement are for ease of reference only and shall not affect its interpretation.

1.3 References to:

1.3.1 the parties clauses sub-clauses and the recitals are to the parties clauses sub-clauses of and recitals to this Agreement.

Redacted under FOI exemption 43.
1.3.2 any act or regulation will be construed as referring also to any amendment or re-enactment (whether before or after the date of this Agreement).

2. Grant of Rights; Reversion of Rights

3. Duration of Agreement

4. Provision of Licensed Material

5. Obligations of the Publisher

Redacted under FOI exemption 43.
6. Payment
7. Confidential Information

8. The Licensor's Warranty

9. Termination

Redacted under FOI exemption 43.
10. Effect of Termination

Redacted under FOI exemption 43.
11. Force Majeure

12. General
As witness this Agreement has been signed by the authorised representatives of the parties on the date first written above.

Signed by: 

for and on behalf of the Licensor 

Signed by: 

for and on behalf of the Publisher

Redacted under FOI exemptions 40 and 43.
SCHEDULE 1

Acknowledgement

www.nationalarchives.gov.uk

The National Archives give no warranty as to the accuracy, completeness or fitness for the purpose of the information provided.

Images may be used only for purposes of research, private study or education. Applications for any other use should be made to The National Archives Image Library, Kew, Richmond, Surrey TW9 4DU. Infringement of the above condition may result in legal action.
SCHEDULE 2

LICENSED MATERIAL: