

The Ordnance Survey

and

www.whoownsscotland.org.uk

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INTRODUCTION

This is the story of how I, as a small independent user of Ordnance Survey (OS) data, was treated by the OS over the supply and use of digital mapping data for the whoownsscotland project (www.whoownsscotland.org.uk). It is the story of a relationship that started well, experienced one or two hiccups, settled down but was then terminated unilaterally by OS amidst claims by them that an agreement that had worked satisfactorily for four years was no longer “appropriate”. A new agreement would have to be renegotiated at a cost of thousands of pounds. Unable to meet these excessive demands, I was forced to conclude that a relationship that had lasted almost five years could no longer continue. I now no longer use OS licensed mapping. This story will be updated to reflect events as they unfold.

The story is being published for two reasons, namely:

- that I owe an explanation to all the users and supporters of the whoownsscotland project

and;

- that this episode raises important issues about the use and licensing of OS data by the citizen in the UK.

In this story, the identities of individuals working for the OS have been removed.

WHO OWNS SCOTLAND

In 1996 I wrote a book called *Who Owns Scotland*. It documented and analysed the current pattern of landownership in Scotland. In 2000 I considered writing a major revision but was unable to do so due to lack of time and resources. Such an undertaking would have involved a lot of work for a product that was essentially static (printed maps in a book) and was not able to provide all the information that I knew from experience that users might find of use (updated data, larger maps, more details of landownership such as addresses and phone numbers etc.). By this time, however, I was aware that the internet was developing rapidly and also that digital mapping was becoming more widely available at more affordable prices. Furthermore, access to the Registers of Scotland had become more practical since they had launched Registers Direct, a service that afforded remote access to Registers of Sasines and Land Register data using a web browser.

I therefore decided to pilot a web-based version of whoownsscotland which would provide all the data that I was able to collate and which would illustrate landholdings using large scale maps. If this proved successful, I would incorporate the data (on a CD) in the next edition of the book *Who Owns Scotland*.

The pilot was published in November 2001 and there was an enthusiastic response to the project. I thus began to fund raise to support the start-up costs which consisted mainly of computing hardware and software necessary to undertake the project. At the time of developing the pilot I had also begun to explore the appropriate means of obtaining access to Ordnance Survey digital data. This was crucial to my ability to display high quality mapping on the website.

The following is the tale of how I fared and how the relationship eventually ended in January 2007. I tell this tale because I feel that the current arrangements for the citizen to access and use publicly funded mapping data from the UK's National Mapping Agency are unsatisfactory and in reality only those who have access through central and local government or through academia can properly make use of this data. For the private citizen engaged on public interest research and advocacy, the costs are prohibitive. Furthermore, there are issues over derived data which I feel require further public scrutiny.

The story falls into three distinct phases.

Phase One concerns my initial enquiries and the launch of the website.

Phase Two concerns correspondence I had with Ordnance Survey after the launch of the website.

Phase Three covers the period from May 2005 to the present when Ordnance Survey took a completely different view of what I was doing.

PHASE ONE

The story begins on 9 November 2001 when I phoned the Ordnance Survey and spoke to a Mr L. We discussed what my mapping requirements were and how the OS might be able to help. Following our conversation, I wrote Mr L an email outlining in detail what the whoownsscotland project was all about and what my mapping needs were:

Subject: MAPPING REQUIREMENTS FOR Not-for-Profit Landownership Website
From: andywightman@caledonia.org.uk
Date: 9 November 2001 19:49:33 Europe/London
To: xxx@ordsvy.gov.uk

Dear Mr L,

Following our telephone conversation earlier today, I am writing to clarify the proposed project we are developing and the OS mapping requirements we have.

MYSELF

I am a freelance writer and researcher specialising in land tenure and rural development. I am an Honorary Research Fellow at the University of Aberdeen and a Research Associate at Moray House Institute of Education, University of Edinburgh. I am the the author of Who Owns Scotland (Canongate, 1996) and Scotland: Land and Power (Luath, 1999). I am also a Director of the Caledonia Centre for Social Development's Land Programme and a member of the New Opportunities Fund's Scottish Land Fund Committee.

THE PROJECT

I am currently embarking on research to produce a Second Edition of Who Owns Scotland. This will identify the ownership of around 75% of Scotland's rural land from Public Records and other sources. This time around, given the advances in computer technology and in particular the Internet I propose to publish a website which will contain details of the research. This will involve the construction of around 2000 pages each containing details of an individual landholding together with a map showing the boundaries.

CALEDONIA CENTRE FOR SOCIAL DEVELOPMENT

The web-based project will be carried out under the auspices of the Caledonia Centre for Social Development, a not-for-profit charitable company, of which I am a Director. Caledonia provides an international

network for information, research, technical services and training in social development and has two projects relating to land - one on land information & land reform and another on community and social landownership. Its website is at <http://www.caledonia.org.uk>.

THE MAPPING REQUIREMENT

Having investigated possible mapping solutions I have concluded that the simplest and most efficient method of displaying map-based information is to utilise the 1:50,000 :Landranger raster set with overlaid boundary detail added by a simple graphics software package or, if funds permit, a GIS package such as Arcview. Alternatives such as embedded maps served by companies such as Multimap.com are problematic in terms of overlaying boundary data (such a service appears fine for point/locational information). I would thus create graphic map images each of which would be loaded onto a single web page relating to the particular landholding. The data would be held on my own desktop computer and served from a single URL from a web server.

THE QUERY

The only constraint to implementation of our ideal solution is the expense of OS raster data. This project is being run as a not-for-profit educational and research exercise and we currently have no funds other than our own very limited personal resources. Visitors to the website will not pay for accessing the information. Thus we wish to know whether the OS could provide this raster set at a price less than that charged for commercial clients. Furthermore, we understand from sources in the mapping world that the OS might be raising prices markedly in the near future. Obviously we would like to have a predictable planning horizon of around three years for budgeting purposes and thus would like to know whether there is any possibility of price guarantees for a 3 year period.

Many thanks for your help. Please feel free to phone and discuss any points further.
Andy Wightman

He responded as follows:

From: xxx@ordsvy.gov.uk
Subject: RE: OS MAPPING
Date: 15 November 2001 14:01:06 Europe/London
To: andywightman@caledonia.org.uk

Andy

Just to confirm our discussions regarding the use of 1:50 000 & 1:250 000 Raster Data on a website. If you are using the Data for display and promotion purposes (this excludes the use of advertisements on the website) then the price will be based solely on the number of terminals you use the data on internally. So if you are only using the data on one pc then a single user licence would be sufficient.

My apologies for being so vague when we spoke! (my immune systems having a good crack at fighting off a virus, but at the moment it's failing!)

I hope this is of help.

Regards
Mr L

From this initial exchange I formed the view that I would be able to use OS mapping for the project. I had outlined in some detail the scope of the proposed project and I had an email confirming that a simple user business licence was appropriate. I then ordered some mapping in order to construct a prototype website for testing and promotion

In December 200 I ordered the 250,000 scale digital raster map set for Scotland. This cost £235.

In May 2002 I ordered the 50,000 scale digital raster map set for Scotland. This cost £2350.

On 30 May 2002 the website was published. My OS Licence Number was 100036507.

PHASE TWO

In October 2002 I emailed the Forestry Commission to enquire about the possibility of obtaining a copy of the FC's digital landholdings dataset as I was considering including this on the website. The FC indicated that there were issues with OS copyright. I raised these with the OS and by the end of the month they had confirmed that this was OK although the request had "*sparked some interesting discussions over derived data sets*" according to Mr H who was the person at the OS with whom I was now corresponding. As part of his deliberations he had looked at the whoownsscotland website and

"...having looked at your internet site I have noticed that the mapping is not watermarked, which is a licensing condition.

Can you please confirm in the next 28 days that the mapping has been watermarked."

I acknowledged that this was the case and proposed a variety of watermarking solutions. We agreed on a solution and OS kindly provided me with a deadline of February 2003 to complete the watermarking as this involved manually manipulating every map image. I subsequently found a way to automate the process and this was completed by 19 November 2002.

No further contact was had with OS apart from annual licence renewals until I received a surprising letter from OS in October 2004.

1 October 2004

Dear Mr Wightman

CROWN COPYRIGHT

We understand that you are the proprietor of the domain name www.whoownsscotland.org.uk and operator of the website to which that domain name resolves.

It has recently come to our attention that without our authorisation or licence you are using Ordnance Survey mapping/data on the above named website. Hard copies of the pages of the website containing our mapping/data are enclosed for your ease of reference.

You may not be aware that Ordnance Survey is one of the largest providers of location based information in the country. Our products are protected by Crown copyright which applies from the publication date to the end of that calendar year and then for a further 50 years.

Under Section 61 of the Copyright Designs and Patents Act 1988 ("the Act") the owner of the copyright in the work has the exclusive right to copy the work (as defined in section 17 of the the Act) and to issue it to the public (as defined in section 18 of the Act).

Your reproduction of Ordnance Survey mapping/data on the website without our authorisation or a licence is an infringement of Crown Copyright in accordance with the Act.

We require you to either:

- a) immediately remove the mapping/data from your website; or*
- b) obtain a licence for future use of our mapping/data on your website.*

You may not have intentionally infringed Crown copyright, however, if the mapping/data is not removed or a license (sic) applied for within 14 days from the date of this letter, we will be forced to take further action, including claiming compensation for our damages and requesting your Internet Service Provider to take appropriate action, without further notice to you.

Ordnance Survey does offer a range of easy to use and reasonably priced licences for use of its mapping/data including:

- c) free mapping/data available through our Get-a-Map™ website at www.get-a-map.co.uk provided you comply with the terms and conditions as set out on the website;*
- d) an Internet Licence with annual licence fees starting from as little as £47.50 plus VAT.*

If you elect to use mapping/data available through the Get-a-Map website, please let me know within the next 7 days.

If you are interested in applying for a licence to use our maps legitimately, please contact our Customer Contact Centre on 08456 050505, or visit our website at www.ordnancesurvey.co.uk. Please quote the above reference number when applying for a licence.

Yours sincerely

*Mr L
Intellectual Property Team*

This came as something as a shock as I had purchased the original mapping data in 2002 and had paid annual licences in June 2003 and June 2004.

I was a customer of OS, had by now paid them a total of £4371 and had a written agreement with them to do what I was doing. I had to presume that there was some sort of communications breakdown within OS whereby the Copyright people did not have sufficient contact with the licensing people. I responded immediately by phone pointing out my existing agreement and denying that I was in breach of Crown copyright.

Following this telephone conversation on 5 October 2004, the OS wrote a letter to me.

5 October 2004

Dear Mr Wightman

**Digital Data and Framework Direct Licence
Account No 100036507**

Further to your call to our Contact Centre today, we are writing to confirm that your Framework Direct Licence (FDL) allows you to display the Scotland mapping data on your website.

This is on the condition the correct acknowledgment is displayed on each map image shown, as set out in section 8 of the FDL, and the mapping data is overlaid with your information, so it cannot be copied for other purposes. Please see the FDL pages I have provided.

There are no size or quantity restrictions on the digital mapping you display as long as you meet the terms and conditions of the FDL. A copy of the full Framework Direct Licence can be found on our website under copyright licences available .

We would like to apologise for any inconvenience caused by the confusion over your current licensing arrangements. Please be assured that our IP & Legal Team will not need to contact you again once the necessary changes, that are part of the licence you signed up to, have been implemented on your website.

If we can be of any further assistance please phone us on 023 8030 5030. To help speed up your enquiry please have your licence and reference numbers to hand.

Yours sincerely

*Ms J
Licensing Team*

The acknowledgment required by Section 8 was subsequently implemented.

This letter was confirmation that the various parts of the Ordnance Survey were not effectively communicating with each other. It was also confirmation that the original contract I had negotiated with the Ordnance Survey in 2001 remained intact. After all it had now been subject to interrogation by no less than their Legal and Intellectual Property Team. As confirmation of this, the OS had stated to me quite clearly in their letter that,

“...we are writing to confirm that your Framework Direct Licence (FDL) allows you to display the Scotland mapping data on your website.”

“We would like to apologise for any inconvenience caused by the confusion over your current licensing arrangements. Please be assured that our IP & Legal Team will not need to contact you again once the necessary changes, that are part of the licence you signed up to, have been implemented on your website.”

Despite the anxiety and confusion that OS had caused in their somewhat chaotic administration of my contract and licensing, I was now reassured that everything was in

order and there would in future be no further questioning of what I was doing - this was premature.

In February 2005 I wrote to OS enquiring about the licensing conditions that would apply if I were to distribute the whoownsscotland website on a CD-ROM as part of the next edition of the book *Who Owns Scotland*. I was asked to complete a form. I did this and sent it with a covering letter dated 10 March 2005.

In late April 2005, I received a telephone call from a Mr J who said that a letter was on its way to me and that a meeting would be a good idea. I asked why and he suggested I digest the contents of the letter first. No letter arrived so I tried phoning him on 12 May but got no answer. Then a letter arrived dated 23 May 2005 followed by a phone call from Mr J announcing that he would be flying to Edinburgh from Southampton to meet me on 26 May 2005.

23 May 2005

Dear Mr Wightman

Thank you very much for your letter dated 10 March.

As you know at Ordnance Survey we strive to provide a response to all letters as soon as reasonably practicable. I apologise in this instance for the slight delay in this regard. However, as I hope I can explain below, the issues which your letter has promoted (sic) us to consider have not been straight forward (sic).

1. Your Current Licensing Arrangement with Ordnance Survey

Currently you hold a Framework Direct Licence (FDL) with us in relation to 50:000 and 250:000 raster data. Your letter promoted (sic) us to look at the website www.whoownsscotland.org.uk (the "Website") and we noted, in particular, two things. The first is that the primary purpose of the Website is to provide a mapping service; and the second is that the mapping on the website contains polygon overlays which depict estate ownership.

Primary Purpose of the Website

We draw to your attention clause 3.1 and specifically, sub-clause 3.1.2, of our FDL which provides that

*"Ordnance Survey Data may be published for Display and/or Promotional purposes provided there is no Financial Gain but only if...[3.1.2] to promote the Customer s commercial or public services, **provided that the use of the Ordnance Data is secondary to the Customer s services** or business activities **and is not a service or a business activity in itself.**"*

Accordingly, it appears that the Website is not compliant with clause 3.1 of our FDL. In this respect, the correct licence for the Website is, in fact, our Consumer Website Services Contract, under our Specific Use Framework Partner Licence. Copies of our pro-forma Consumer Website Services Contract and the Specific Use Framework Licence are attached to this letter.

Polygon Overlays

In relation to the polygon overlays, we would welcome the opportunity to be able to discuss with you the creation and source of such material. If these polygons have been derived from Ordnance Survey data and such derivations have been created and licensed without our permission, then potentially such materials are an infringement of Crown copyright.

Accordingly, so that we can better assess the position in relation to the polygon overlays, we should be grateful if you could provide use any information you have in relation to:

- (i) how such polygons were created; for example, have such polygons been digitised from 25:000 paper mapping?;*
- (ii) when such polygons were created; and*
- (iii) who created such polygons*

Please be assured that any information you provide to us will be treated in the strictest of confidence.

2. Book and CD of the Website

Thank you very much for the Application form you sent us in relation to updating and republishing a book entitled "Who Owns Scotland". In conjunction with this, we understand that you intend to include with the book, a CD containing the contents of the Website.

The amount of mapping on the CD-ROM will exceed the size restrictions under our standard publishing licence, and therefore, the correct licence for the arrangement you describe is our Personal Use Software Products Contract, under our Specific Use Framework Partner Licence. A copy of our pro-forma Personal Use Software Products Contract is also attached to this letter for your consideration.

If you would like to progress this with us, then please let me know.

3. Meeting to discuss a way forward

Rather than communicate in writing, I have arranged for one of my colleagues [identity removed] to contact you in the next few days with a view to arranging a mutually convenient date to meet with you to discuss the various issues raised in this letter.

In the meantime, if you have any questions or queries please do not hesitate to contact me directly.

Yours sincerely,

*Mr L
Head of Partner Team*

Well, hello!

Here we go again!

Some other part of Ordnance Survey has another look at the website and decides it does not comply with something or other. Why can't they get their act together?

Now the OS were claiming that

"...the website is not in compliance with clause 3.1 of our FDL."

Yet seven months earlier in their letter of 5 October 2004, they had said that,

"we are writing to confirm your Framework Direct Licence (FDL) allows you to display the Scotland mapping data on your website."

What kind of an organisation is this? I was confused and became increasingly alarmed at the way in which OS were apparently changing the rules every 6 months and flatly contradicting what their own legal people had been saying previously.

The meeting with Mr J and Mr C made things worse. Mr J clearly did not know much about the history of the project, its purpose, or how it was financed. When I pointed out that I had what I understood was a perfectly acceptable agreement in place which had been confirmed by OS's Intellectual Property and Legal Team, he simply pointed out that from his perspective I did not have a valid OS licence. I made no headway attempting to fathom who, of all the people I have been in correspondence with, had authority to speak on behalf of the Ordnance Survey. As a customer of OS, my relationship is with OS and not a series of individuals with different stories to tell. Subsequent lengthy email correspondence confirmed that what had been agreed in the past was now being disregarded and had no force.

It was clear that Mr J was in full control of the situation and his conclusions were that what I was doing was not permitted by the licence under which I was operating. He pointed out the various things I was doing which were not permitted

- publishing OS copyright maps on a website under an inappropriate agreement;
- use of 25,000 paper maps for transcribing and digitising landholding boundaries;
- use of georeferenced polygons within MapviewSVG; and
- allowing users to download maps displayed on the website.

It was clear to me that the only way forward from the perspective of OS was to negotiate a new contract that covered these activities. As much as I protested that my existing agreement formed a contract that had been confirmed on a number of occasions, it made no difference.

As I made enquiries I became more confused by OS licensing arrangements and shocked at how much I was going to have to pay if I was to continue operating *as I had been doing in the full knowledge of OS and with their agreement* since early 2002.

In July 2005 Mr J presented me with his conclusions. As correspondence was subsequently to reveal I was now looking at annual costs as follows:

- annual minimum Consumer website £ 2350
- derived data web fees unknown - estimate £1000
- disable downloads £ 500
- Business User Licence £ 750
- Use of Mapview SVG polygons unknown - estimate £500
- a one off fee for derived data of around £ 5000 - £ 10,600

The “annual minimum” refers to the fact that the fee is calculated based upon the number of people viewing maps on the website. This figure is also a concession since for the first dataset the Framework Direct Licence standard terms are annual minimums of £5000 + VAT and £2000 + VAT for the second dataset (I use both 50k and 250k mapping on the site).

The one-off fee for derived data is based upon the OS fee of £53 per single sided sheet of 25,000 scale paper mapping which I use to derive boundary information. Across Scotland I use around 200 such paper maps (for which I have already paid over £1200).

So the first year under the proposed new contract would cost anything from £ 10,100 - £15,700 with subsequent years costing around £5100 and possible upwards of £10,000. Large numbers of users of the site would drive the annual fees even higher.

There followed a protracted email correspondence as I tried to clarify various aspects of the revised licensing arrangements. The last query in this exchange was an email to Mr J on 9 September 2005 to which he replied the same day.

There then followed a long silence. No firm proposal was forthcoming from OS to make a reality of what had been discussed. I decided to let things continue as they were since after all, it was not me who was proposing changing anything - it was the OS and if they wanted me to sign up to a new contract then the obligation was on them to come forward with firm proposals.

By May 2006 it was clear that I was going to be moving to Ethiopia at the end of June. My normal licensing renewal date was 31 May and an invoice was normally sent out in late May informing me of the coming years licence fee which I would normally settle in June. Since paying this would be difficult from Ethiopia I was keen to pay this but by early June I was aware that no such invoice had been sent to me. I phoned OS Customer Services to ask what had happened. They said they would find out and phoned me back the same day to inform me that all my contracts had been terminated in October 2005.

By now I was I suppose ready for anything but this took me aback once again.

The Framework Direct Licence (Section 11.1) is quite clear that

“Either party may terminate this Contractor Licence with immediate effect at any time by giving notice to the other party.”

No such notice had ever been given to me.

In their reply OS confirmed that there were no outstanding charges against my account and that, in response to why they had terminated my contract (illegally in my view), my email had been passed to Mr J to deal with.....!

I moved to Addis Ababa on 2 July 2006. and received an email on 5 July from Mr J asking that I contact him. I did so and he reiterated the need for a new licensing regime. After an email to me of 11 July I did not hear anything further.

In December 2006 I contacted him and was told that he had been trying to email me but had received a failure message. On 20 January 2007 I sent an email requesting a firm proposal within 2 weeks as by now I was aware that it was over a year since OS had unilaterally terminated my contract and the project could not continue amidst such legal and financial uncertainty.

I was informed that a contract would be sent within 2 weeks and that the annual minimum fee would be £2000 plus VAT with a retrospective commencement date of 1 June 2006. This fee did not include the derived data fees that had been discussed, did not allow me to use the data for any purpose other than the whoownsscotland website, did not allow use of polygons within the MapviewSVG service, and required that downloading maps by users be disabled.

On 26 January 2007 I emailed Mr J and informed him that this was unacceptable. The project did not generate such resources on an annual basis and with other costs lurking in the future, it was clear that I could not continue to use OS data. He replied that this was unfortunate but that maybe a Static Image Licence would be a way forward. I informed him that this would cost over £9000 per year.

He then suggested another year of the existing licensing arrangement whilst he further pursued matters. I told him I had had enough and that paying more money to OS did not seem like a good investment of our limited funds.

We exchanged a few more emails in which he sought to clarify matters further and we had our last exchange on 31 January 2007.

The OS map images on the whoownsscotland website were removed on 23 February 2007.

DISCUSSION

This episode raises important issues about how OS licenses its data, derived data, customer care, and a much wider issue of access to publicly-funded data in the UK.

Licensing Charges

Since December 200 I have paid a total of £5160.60 to Ordnance Survey for use of their data. Initial costs were £2808.25 and annual licences were then paid in June 2003 (£822.50), June 2004 (£740.25) and February and June 2005 (£789.60).

Ordnance Survey are unusual in charging an annual licence. Software and other forms of data are supplied at a one off charge subject to licensing conditions (number of users, no copying etc.) but one can then use it for as long as one cares to. Ordnance Survey,

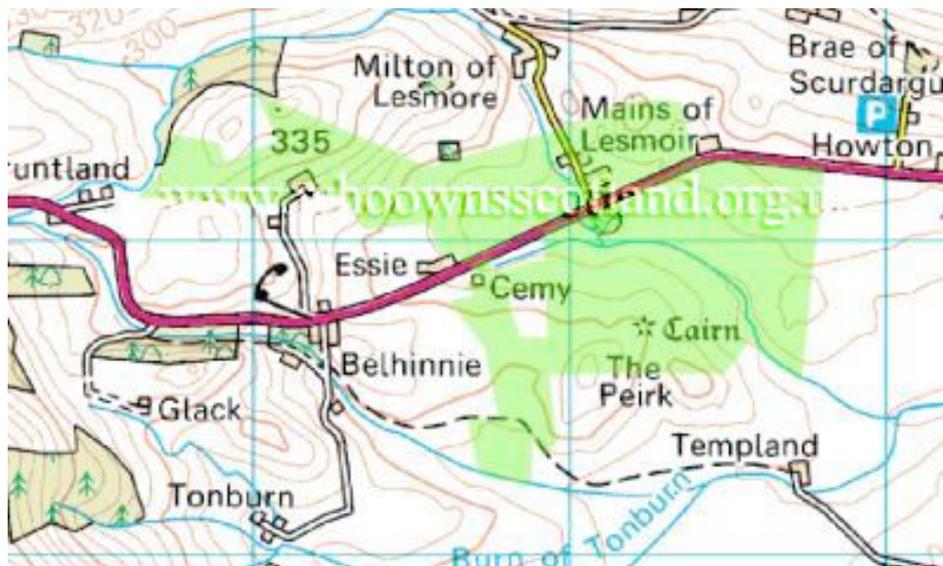
however, levy a charge each year and now that I no longer use their data, I am obliged to destroy it all and the £5160 that I have spent is effectively money down the drain.

The new proposed OS contract terms are unfair, the fees are disproportionate, and they render impossible (at least using modern OS mapping) the kind of public interest project represented by whoownsscotland.

Derived Data

This tale does not end here since there is the unresolved issue of “derived data” to deal with. This is another confusing and ambiguous situation and no doubt there will be further communications with OS on this topic.

By way of explanation - I use OS 25,000 scale paper maps in the following manner. I locate sources of information about the boundaries of landholdings - often copies of the title deeds held in the National Archives of Scotland. I then use a pencil to transcribe this information onto my paper 25k map. I then transfer this information onto a Geographic Information System (GIS) held on computer whereby the coordinates of the nodes (the points along the boundary where it changes direction) are recorded and used to form a georeferenced polygon (a shape which is in the correct geographical position in the UK National Grid) which can then be overlain onto a map to form a graphic illustration of the landholding. An example is shown below.



Map reproduced without the permission of Ordnance Survey.

The OS claim that, since I am using the 25k map to “derive” locations that I then use to create the graphic map, I am in breach of copyright. My view is that their interpretation of what constitutes derived data is much too wide and has no real validity. The implications of OS’s interpretation are significant.

Consider for example, a botanist who visits an area to record the location and thus the abundance of a particular species of plant. She records the locations on a 25k paper map using a pencil to make a mark. Back at the office she converts these marks to a digital format (a point file in ESRI ArcView let us suppose). She may actually digitise from a tablet but will more likely simply use whatever digital mapping she has (just an outline map of

Scotland would do) and determine from the 25k map the 6 figure Grid Ref. She will then create a point at this location in her GIS package. Over time she creates an abundance map of the species concerned for a region of Scotland or indeed for the whole of Scotland.....then she finds she has to pay £8000 to OS!

The key questions here are

1. what exactly is derived data (and I mean exactly).
2. what exactly can one do with a 25k paper map?

It appears to me that if one purchases an OS 25,000 scale map one is entitled to use it in a way that makes full use of the data that has been supplied. This includes deriving locational data for use in leisure pursuits, research or in business.

The standard warning on an OS paper map is that *“reproduction in whole or in part is prohibited without the prior permission of the Ordnance Survey”* This reflects the legal argument outlined in the letter to me of 1 October 2005 namely that OS has exclusive rights to copy and distribute Crown Copyright material. This is perfectly proper.

But this is different from deriving information from the map. Neither I nor the botanist whose activities I've just outlined are copying, scanning or distributing any OS mapping. We are merely using it to derive the location of certain features - that is what maps are for!

What the OS appear to be arguing is that *the fact* that feature x is located at Grid Reference y is their intellectual property and that anyone who relays such sensitive information to anyone else requires a derived data licence.

People derive data all the time. If I go for a walk and find a lovely picnic site and then tell my friends where it is using an OS Grid Reference, am I in breach of copyright for distributing derived data?

OS Customer Relations

OS customer relations are woeful. I have been treated in what I consider an arbitrary, unprofessional and hostile manner involving a breach of an existing agreement we have enjoyed since November 2001.

The OS prides itself as a modern, forward-looking organisation but customer relations with myself have been chaotic, negligent and consistently uncertain. I have built the entire business model of whoownsscotland on the basis of an agreement I thought I had negotiated with OS in November 2001. It is unfair and quite unethical for OS to suddenly turn round and to arbitrarily state that previous agreements mean nothing.

CONCLUSION

I am very dissatisfied with my treatment by Ordnance Survey. I also question the legality of what they have done. But my own problems are insignificant in comparison to the wider issues this tale raises. The national topographic map belongs to Ordnance Survey (actually to the Crown) and OS license its use. However, its arrangements for doing so appear to be so hard-nosed and commercial that ordinary citizens cannot use the data that their taxes have paid for.

The only people who seem to benefit are corporations (who can afford the fees), universities (whose staff can get access) and public sector organisations. Any of the rest of us who want to do geographic research or analysis are stuffed.

When I was a boy, I grew to love maps and was fascinated by the work of the Ordnance Survey. I still love maps. I don't love the Ordnance Survey though.

Andy Wightman
Addis Ababa