
This agreement is made on the 2nd day of June 2015.

Between:

ASSESSOR FOR THE AYRSHIRE VALUATION JOINT BOARD,
incorporated under the Local Government etc. (Scotland) Act 1994 and
having its headquarters at 9 Wellington Square, Ayr, KA7 1HL ("Assessor for
Ayrshire Valuation Joint Board")

ASSESSOR FOR THE CENTRAL SCOTLAND VALUATION JOINT BOARD,
incorporated under the Local Government etc. (Scotland) Act 1994 and
having its headquarters at Hillside House, Laurelhill Business Park, Stirling,
FK7 9QJ ("The Central Scotland Valuation Joint Board")

ASSESSOR FOR DUMFRIES & GALLOWAY COUNCIL, incorporated under
the Local Government etc. (Scotland) Act 1994 and having its headquarters at
Carmont House, The Crichton, Bankhead Road, Dumfries, DG1 4ZJ
("Dumfries & Galloway Council")

ASSESSOR FOR THE DUNBARTONSHIRE & ARGYLL & BUTE
VALUATION JOINT BOARD, incorporated under the Local Government etc.
(Scotland) Act 1994 and having its headquarters at 235 Dumbarton Road,
Clydebank, G81 4XJ ("Dunbartonshire & Argyll & Bute Valuation Joint Board")

ASSESSOR FOR FIFE COUNCIL, incorporated under the Local Government
etc. (Scotland) Act 1994 and having its headquarters at Fife House, North
Street, Glenrothes, KY7 5LT ("Fife Council")

ASSESSOR FOR GLASGOW CITY COUNCIL incorporated under the Local
Government etc. (Scotland) Act 1994 and having its headquarters at City
Chambers, Glasgow, G2 1DU ("Glasgow City Council")

ASSESSOR FOR GRAMPIAN VALUATION JOINT BOARD, incorporated
under the Local Government etc. (Scotland) Act 1994 and having its
headquarters at Woodhill House, Westburn Road, Aberdeen, AB16 5GE
("Grampian Valuation Joint Board")

ASSESSOR FOR THE HIGHLAND & WESTERN ISLES VALUATION JOINT
BOARD, incorporated under the Local Government etc. (Scotland) Act 1994
and having its headquarters at Moray House, 16/18 Bank Street, Inverness,
IV1 1QY ("The Highland & Western Isles Valuation Joint Board")

ASSESSOR FOR THE LANARKSHIRE VALUATION JOINT BOARD,
incorporated under the Local Government etc. (Scotland) Act 1994 and
having its headquarters at North Stand, Cadzow Avenue, Hamilton, ML3 0LU
("The Lanarkshire Valuation Joint Board")

ASSESSOR FOR THE LOTHIAN VALUATION JOINT BOARD, incorporated
under the Local Government etc. (Scotland) Act 1994 and having its

headquarters at 17A South Gyle Crescent, Edinburgh, EH12 9FL ("The Lothian Valuation Joint Board")

ASSESSOR FOR THE ORKNEY & SHETLAND VALUATION JOINT BOARD, incorporated under the Local Government etc. (Scotland) Act 1994 and having its headquarters at 8 Broad Street, Kirkwall, Orkney, KW15 1NX ("The Orkney & Shetlands Valuation Joint Board")

ASSESSOR FOR THE RENFREWSHIRE VALUATION JOINT BOARD, , incorporated under the Local Government etc. (Scotland) Act 1994 and having its headquarters at The Robertson Centre, 16 Glasgow Road, Paisley, PA1 3QF ("The Renfrewshire Valuation Joint Board")

ASSESSOR FOR SCOTTISH BORDERS COUNCIL incorporated under the Local Government etc. (Scotland) Act 1994 and having its headquarters at Council Headquarters, Newtown St Boswells, Melrose, TD6 0SA ("The Scottish Borders Council")

ASSESSOR FOR THE TAYSIDE VALUATION JOINT BOARD, incorporated under the Local Government etc. (Scotland) Act 1994 and having its headquarters at Whitehall House, 35 Yeaman Shore, Dundee, DD1 4BU ("The Tayside Valuation Joint Board")

('the Providers')

The Commission on Local Tax Reform, Verity House, 19 Haymarket Yards, Edinburgh, EH12 5BH

('the Subscriber')

IT IS AGREED as follows:

1. Definitions

1.1 In this Agreement except where a different interpretation is clear from or necessary in the context the following terms shall have the following meanings:

'Agreed Delivery Method' the methods specified in Part 1 of the Schedule

'Commencement Date' the date specified in Part 2 of the Schedule

'Data' all the information which the Subscriber is provided with under this Agreement

'Disclaimer' the notice appearing on the Providers' Website known as www.saa.gov.uk on the web-page entitled 'Disclaimer, Privacy & Copyright Statement' is intended to alert the Subscriber and other users that the Providers do not make any representation or warranty as to accept responsibility for the accuracy, currency or

	completeness of the content of the data or the database
'Fixed Format'	the physical carrying medium on which Electronic Material is to be supplied by the Publisher to the Subscriber namely compact disc
'Initial Period'	the period specified in Part 3 of the Schedule
'Licence'	the Licence granted in clause 3.1
'Service'	the service specified in Part 4 of the Schedule
'Subscription Charges'	the categories of charges payable by the Subscriber for access to the data at the Providers' rates current from time to time as identified in Part 5 of the Schedule
'Subscription Period'	1 year

1.2 In this Agreement unless the context requires otherwise:

1.2.1 Words and expressions that are defined in the Copyright, Designs and Patents Act 1988 shall bear the same meanings in this Agreement.

1.2.2 Words importing the singular number shall include the plural and vice versa.

1.2.3 Words importing any particular gender shall include all other genders.

1.2.4 References to persons shall include bodies of persons whether corporate or incorporate.

1.2.5 Words importing the whole shall be treated as including a reference to any part of the whole.

1.3 Any reference in this Agreement to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended, modified, extended, re-enacted or replaced (whether before or after the date of this Agreement) and including all subordinate legislation from time to time made under it

1.4 The expression 'copyright' shall include the entire copyright design right, rental right to authorise or prohibit lending and database right subsisting now or created at any time during the Term under the laws of the United Kingdom and all analogous rights subsisting now or created at any time during the Term under the laws of each and every other jurisdiction throughout the Territory

1.5 References in this Agreement to clauses schedules and exhibits are to clauses of and schedules and exhibits to this Agreement except where otherwise expressly

stated

1.6 Headings are used in this Agreement for the convenience of the parties only and shall not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses schedules or exhibits to which they relate

2. Supply of Service

2.1 The Providers agree to provide the Service to the Subscriber and the Subscriber agrees to subscribe to the Service upon and subject to the terms of this Agreement.

3. Use of the Service and the Data

3.1 The Providers grant to the Subscriber a non-exclusive, non-transferable licence to use the Data for sole purpose of analysis for the Commission on Local Tax Reform and only in accordance with this Agreement. The data may be used by the commission secretariat, as well as academic researchers and Scottish Government analysts carrying out work on behalf of the commission. All data supplied must be used only for the purposes of the project and destroyed on completion of this task.

3.2 The Subscriber will not redistribute or resell the Data without notifying the Providers and obtaining written consent.

3.3 The Subscriber acknowledges that the way in which it interprets or uses the Data is dependent upon the exercise of its own skill and judgement.

3.4 The Subscriber acknowledges that the use of the Data is subject to the database disclaimer appearing on the web-pages of the Providers.

4. Duration

4.1 This agreement will begin (or be deemed to begin) on the Commencement Date and will continue for the Subscription Period.

4.2 This Agreement is subject to termination in accordance with Clause 9.

5. Subscription Charges

5.1 The Subscription Charges and payment dates for the Subscription Period shall be as set forth in Part 5 of the Schedule.

5.2 All Subscription Charges shall be paid as specified in Part 5 of the Schedule within 30 days of the date of Subscriber's receipt of the Provider's invoice.

5.3 All Subscription Charges are exclusive of VAT.

6. Agreed Delivery Method

If the Agreed Delivery Method is by electronic transmission the Subscriber will be responsible for the provision of the necessary software telecommunications lines and equipment to enable the Subscriber to receive the Service.

7. Intellectual Property Rights

7.1 The Subscriber acknowledges that its permission to use the data is limited to the rights expressly conferred by this Agreement.

7.2 The Subscriber agrees to keep confidential any information, (other than the Data) supplied to it or its staff or officers by the Providers and expressly designated as 'confidential'. This permission shall survive termination of this Agreement.

8. Liability and Indemnity

8.1 The Subscriber acknowledges to the Providers that, except as set forth in Clause 8.5 below, the Providers make no express or implied warranties as to the merchantability or fitness for a particular purpose of the Service or the Data

8.2 Except as set forth in Clause 8.5 below and in the case of negligence resulting in death or personal injury the Providers hereby accept no liability for any direct or indirect loss which the Subscriber may suffer as a result of the negligence of the Providers or its employees in the provision of the Data.

8.3 Except as set forth in Clause 8.5 below, the Providers will have no liability to the Subscriber or any Third Party in contract tort or otherwise for any loss or damage which the Subscriber suffers (whether direct consequential or any other form of loss) as a result of any error or inaccuracy in the Service or as a result of subscribing to the Service or of any failure on the part of the Providers to provide the Service.

8.4 The Subscriber shall agree to indemnify the Providers in the event of any claim made by a Third Party as a result of loss or damage arising out of the supply or subsequent use of Data.

8.5 The Providers represent and warrant that it has the full power and authority to grant the Licence granted by this Agreement and that the License to and use by Subscriber of the Data in accordance with the terms and conditions of this Agreement will in no way constitute an infringement or other violation of any copyright, trade secret, trademark, patent or other proprietary right of any third party. The Providers agree to defend, indemnify and hold harmless Subscriber for all costs and expenses associated with the defence and/or settlement of any actual or alleged claim, including any judgment against Subscriber, that any information provided by the Providers to the Subscriber infringes a patent, copyright, trademark, trade secret or other intellectual

property right of any third party and shall pay any judgments or settlements based thereon.

9. Termination

9.1 The Providers may terminate this Agreement by 30 days' written notice to the Subscriber if the Subscriber commits any material breach of any of the terms of this Agreement and (if capable of remedy) fails to remedy such breach within a period of 30 days from the date of receipt of written notice from the Providers requiring the Subscriber to remedy the breach.

9.2 The Providers may terminate this Agreement at any time by giving to the Subscriber not less than 90 days notice in writing.

9.3 The Subscriber must return all copies of the data within 28 days of the date on which termination takes effect.

9.4 Termination of this Agreement shall not affect any obligations by either party to the other which are outstanding as at the effective date of termination nor any of the provisions of this Agreement which are expressed to survive termination.

10. Whole agreement

This Agreement contains the whole agreement between the parties and supersedes any prior written or oral agreement between them in relation to its subject matter and the parties confirm that they have not entered into this Agreement upon the basis of any representations that are not expressly incorporated into this Agreement. No oral explanation or oral information given by any party shall alter or affect the interpretation of this Agreement.

AS WITNESS whereto the parties have added their signatures

For the Providers:


Assessor

THE AYRSHIRE VALUATION JOINT BOARD


Date _____

[REDACTED]
Assessor

THE CENTRAL SCOTLAND VALUATION JOINT BOARD

[REDACTED]
Date _____

[REDACTED]
Assessor

DUMFRIES & GALLOWAY COUNCIL

[REDACTED]
Date _____

[REDACTED]
Assessor

THE DUNBARTONSHIRE VALUATION JOINT BOARD

[REDACTED]
Date _____

[REDACTED]
Assessor

FIFE COUNCIL

[REDACTED]
Date _____

[REDACTED]

Assessor

GLASGOW CITY COUNCIL

[REDACTED]

Date _____

[REDACTED]

Assessor

GRAMPIAN VALUATION JOINT BOARD

[REDACTED]

Date _____

[REDACTED]

Assessor

THE HIGHLAND & WESTERN ISLES VALUATION JOINT BOARD

[REDACTED]

Date _____

[REDACTED]

Assessor

THE LANARKSHIRE VALUATION JOINT BOARD

[REDACTED]

Date _____

[REDACTED]

Assessor

THE LoTHIAN VALUATION JOINT BOARD

[REDACTED]

Date _____

[REDACTED]

Assessor

THE ORKNEY & SHETLAND VALUATION JOINT BOARD

[REDACTED]

Date _____

[REDACTED]

Assessor

THE RENFREWSHIRE VALUATION JOINT BOARD

[REDACTED]

Date _____

[REDACTED]

Assessor

SCOTTISH BORDERS COUNCIL

[REDACTED]
Date _____

Assessor

TAYSIDE VALUATION JOINT BOARD
[REDACTED]

Date _____

These terms and conditions can be agreed by the Assessor, or their nominated representative, either by confirming by e-mail to the Subscriber at [REDACTED] or by signing the document.

For the Subscriber:

Signature: [REDACTED]

Name: [REDACTED]

Position: SECRETARY, COMMISSION ON ~~STRATEGIC~~ LOCAL TAX REFORM

Date: 4th June, 2015

- 14. Post Town
- 15. PCOUT-Postcode Out-First Part of Postcode
- 16. PCIN-Postcode In-Second Part of Postcode
- 17. BAND- The valuation band allocated to the property
- 18. EFFDATE- The effective date of the Council Tax band Date
- 19. GARAGE- Indicates that the property is a Domestic Store or a Domestic Garage.
- 20. EAST- National Grid easting (metres)
- 21. NORTH- National Grid northing (metres)
- 22. GRIDREF_FLAG- Positional accuracy and provenance of grid reference.
- 23. ATTACH- Classification of property in terms of its physical relation to adjacent properties.
- 24. APART- Number of habitable rooms (usually bedrooms and living rooms).

PART 5 SUBSCRIPTION CHARGES

There will be no charge levied for the supply of the Service to the Commission.

SCHEDULE

PART 1 AGREED DELIVERY METHOD

By electronic file transfer and in fixed format.

PART 2 COMMENCEMENT DATE

2nd June 2015

PART 3 SUBSCRIPTION PERIOD

1 year from the Commencement Date.

PART 4 SERVICE

Provision of the data noted below for subjects listed on the Council Tax Valuation List.

1. ASSESSOR_ID -Unique numerical identifier of the assessor area
2. PPRN - Persistent Property Reference Number
3. UARN -Unique Assessor's Reference Number
4. UPRN- Unique Property Reference Number
5. UA- Scottish Government code for the local authority
6. WARD- Scottish Government code for the ward
7. ADDRESS_STATUS

Fields 8 to 16 -Address of property (structured using the BS7666 standard address format)

8. SAON- Secondary Addressable Object Name
9. PAON-Primary Addressable Object Name
10. Street
11. Locality
12. Town
13. Administrative Area