



## FULL CHARGE WITH ROYALTY LICENCE - RE-USE OF PUBLIC SECTOR INFORMATION (PSI)

*This licence covers those circumstances where Public Sector Information can be reproduced on the payment of royalties*

### Licence to Reproduce Public Sector Information

This Licence is dated \_\_\_\_\_ and is between The Dartford Borough Council, Civic Centre, Home Gardens, Dartford, Kent DA1 1DR (the Licensor) and [ \_\_\_\_\_ *insert name and address of licensee*] (the Licensee)

Licence No: PSI [*insert number and year e.g. 01/2008 – obtain reference number from Legal Services*]

#### 1. Definitions

In this Licence, the terms below have the following meanings:

|                    |   |
|--------------------|---|
| Accounting Period: | as set out in the Schedule  |
| Application:       | your application for a licence to reproduce the Material  |
| End-user:          | users and subscribers who access electronic or digital products, publications and services  |
| End-user Licence:  | a licence issued by publishers of electronic products and publications setting out the terms of use to End-Users                                      |
| Licence:           | this Licence including the Schedule   |
| Material:          | as detailed in the Schedule   |
| Official Source:   | any publication, product or information service that has been made available to the public by us or on our behalf. This includes our official website |
| Our, us and we:    | The Dartford Borough Council  |
| Product:           | your product or products as set out in the Schedule   |
| Sales Income:      | the money you receive from the sale or supply of your Product (not including VAT)   |
| Start Date:        | the date of this Licence  |
| Statement:         | a statement of Sales Income and the royalty payable to us for each Accounting Period  |
| You, your:         | any person, organisation or company who wishes to reproduce the Material covered by this Licence  |

#### 2. Grant

We grant you the non-exclusive rights detailed in the Schedule.



**3. Period**

The Licence is for the term detailed in the Schedule.

**4. Licence Holders**

We reserve the right to list the names and addresses of all licence holders on our website with a view to:

- being open and transparent about who has a licence; and
- assisting applicants, particularly those from large organisations to check whether they already hold a licence.

We will not use this information for marketing or publicity purposes. If you are an individual, please let us know whether you are willing to have your personal details listed on the website.

**5. Obtaining the Material**

5.1 In most cases, you will be able to reproduce the Material from the Official Source as long as you are careful not to infringe the copyright of another party. You may reproduce the Material by whatever means you choose, including scanning, downloading from our website or by re-keying.

5.2 We may be able to supply the Material you want to reproduce in alternative formats, such as digital. Please contact the Freedom of Information Officer, Dartford Borough Council, Civic Centre, Home Gardens, Dartford, Kent DA1 1DR (email: [foi@dartford.gov.uk](mailto:foi@dartford.gov.uk)) with details of the format you would prefer. We will tell you whether the Material is available in that format and what the supply costs will be.

**6. Payment Details**

As detailed in the Schedule.

**7. VAT**

All payments will be subject to VAT at the appropriate rate.

**8. Invoice and Payment Arrangements**

We will send you an invoice for the amount that you are due to pay to us. You must pay all invoices within 28 days of the invoice date. Make your cheques payable to Dartford Borough Council and send to:

The Freedom of Information Officer  
Dartford Borough Council  
Civic Centre  
Home Gardens  
Dartford  
Kent DA1 1DR  
DX: 142726 DARTFORD 7

Payment must be made in sterling.

We reserve the right to charge interest on any amounts that are not paid within 28 days, at a rate of 2% above the base lending rate.

**9. Your obligations**

You must:

- 9.1 provide full and accurate information on your Application and in the context of this Licence and to let us know if any of this information changes;
- 9.2 keep full and accurate records of the sales of your Product;



- 9.3 let us know if you want to end this Licence;
- 9.4 reproduce the Material accurately from the current Official Source. In cases where you want to reproduce Material that has been superseded, you should make it clear that a more up to date version is available;
- 9.5 allow us to inspect, on request, the Product to check that you have kept to the terms of this Licence;
- 9.6 identify the source of the Material set out in the Schedule; [where appropriate]
- 9.7 feature the copyright statement set out in the Schedule; [where appropriate];
- 9.8 send us, if we ask for it, a complimentary copy and/or subscription of any product or publication that you produce that includes the Material. In case of electronic products and services, you should provide the appropriate End-user Licence. We will notify you of the address where they should be sent;
- 9.9 ensure that you comply with the terms of the Data Protection Act 1998;
- 9.10 use a competent translator to translate the text of the Material accurately from an Official Source and in a style which is in keeping with the original text; [where appropriate]
- 9.11 not use the Material in ways which are knowingly or potentially libellous or slanderous of individuals, companies or organisations;
- 9.12 not reproduce our logos;
- 9.13 not present the reproduced version of the Material in a way which could imply that it has official status or has our endorsement;
- 9.14 not use the Material to advertise, or promote products or services, or in ways which could imply endorsement of these products and services by us or generally in a manner which is likely to mislead others;
- 9.15 send us, if we ask for it, a copy of your End-user Licence.

## 10. Statements

You must send us a Statement within 30 days of the end of each Accounting Period so that we can calculate the payment due.

## 11. Inspection of Accounts

We, or our representative, may inspect your records for Sales Income and royalties payable to us. These inspections will take place at your premises during normal business hours. We will give you reasonable notice of our wish to inspect your accounts, either in writing or by email.

## 12. Changes to the terms of this Licence

The terms of this Licence may only be changed if you and we agree in writing or by email. We will confirm any changes to this Licence by sending you an amended schedule. A charge may apply.

## 13. Ending the Licence

This Licence may be ended:

13.1 **By you** – you have the right to end this Licence at any time, by giving notice to us, in writing or by email.

13.2 **By us** - we reserve the right to end this Licence:

(a) after the end of the initial term, by giving you three calendar months' notice in writing or by email;

or



(b) forthwith, if:

- you become bankrupt, insolvent, make any composition with your creditors, or have a receiver appointed or die;
- you are convicted of a criminal offence;
- you cease or threaten to cease to carry on your business;
- there is a risk or a genuine belief that there is a risk that we will suffer reputational damage as a result of this Licence continuing;
- you are in breach of any of your obligations under this Licence that is capable of remedy and which has not been remedied to our satisfaction within 14 days, or such other reasonable period as may be specified by us after issue of a written notice specifying the breach and requesting it to be remedied;
- there is a material or substantial breach by you of any of your obligations under this Licence which is incapable of remedy;
- you commit persistent minor breaches of this Licence, whether remedied or not.

#### **14. Consequences of ending this Licence**

Ending this Licence will not affect:

- the rights of any End-user who has been granted an End-user Licence;
- our right to payments under this Licence;
- our right to Statements under this Licence.

#### **15. Assignment**

This Licence may not be assigned.

#### **16. Disclaimer**

Your use of the Material under this Licence is entirely at your own risk. We make no warranty, representation or guarantee that the Material is error free.

#### **17. Governing law**

This Licence is made under the laws of England and Wales and comes under the exclusive jurisdiction of the courts of England and Wales.

#### **18. Complaints**

If you are dissatisfied with the standard of service you receive from us, you can make a formal complaint under our Corporate Complaints Procedure details of which are on our website [www.dartford.gov.uk](http://www.dartford.gov.uk) or contact Customer Services on 01322 343434 or email [customer.services@dartford.gov.uk](mailto:customer.services@dartford.gov.uk) and we will send you details.

#### **19. Equality and Diversity**

Dartford Borough Council aims to eliminate discrimination in respect of sex, colour, race, nationality, ethnic group, regional or national origin, age, marital status, disability, political or religious belief, sexuality or class and will ensure that its services are free from bias or discrimination and that all those involved in the licence application process are treated fairly and with respect and the process will be conducted in a manner appropriate to the individual, whatever their background.

#### **20. Additional Information**

In line with the requirements of the Disability Discrimination Act 2000, we can make reasonable adjustments to assist you if you have a disability that prevents you from making your application for a licence in writing. We can also help, if English is not your first language. If you need any support in making a licence application, please let us know as soon as possible. For more information, call our Customer Services on 01322 343434 or email [customer.services@dartford.gov.uk](mailto:customer.services@dartford.gov.uk)





**SIGNED** by:  
Print name:  
Job Title:  
For The Dartford Borough Council (Licensor)

Date:

**SIGNED** by:  
Print name:  
Licensee/For the Licensee  
Job Title:  
Address:

Date:



## SCHEDULE

1. **Material covered by this Licence**  
*Detail the material covered by this licence*
  
2. **Product**  
*Insert details of the Licensee's product(s)*
  
3. **Accounting Periods**  
The first Accounting Period will run from the Start Date until \_\_\_\_\_ (inclusive) and then from \_\_\_\_\_ to \_\_\_\_\_ (inclusive).
  
4. **Copyright Statement**  
© *The Dartford Borough Council - material is reproduced with the permission of The Dartford Borough Council*
  
5. **Grant**  
*Insert details of what rights are being granted – example - to publish and sell Material as part of your Product throughout the world in the English language*
  
6. **Initial Term**  
*[x] year(s) from the Start Date.*
  
7. **Payment Details**  
Any fees paid under FOI will be deducted from the charge.  
*For royalty based licences: detail formula for calculating royalties payable*  
*For one - off or annual fee based licences: amount payable and when it will be invoiced*
  
8. **Source Acknowledgement**  
*Insert as appropriate – example – [title] of the Material produced by Dartford Borough Council*
  
9. **Additional Information**  
*This section could include specific details relevant to the Licence which are not covered elsewhere*