

## CHARGED LICENCE

*This licence covers those circumstances where Public Sector Information can be reproduced under standard terms and conditions and with a fee charge*

### Licence to re-use Public Sector Information

This **Licence** is dated

20[xxx]

and is made between **The Dartford Borough Council** of Civic Centre, Home Gardens, Dartford, Kent DA1 1DR (the Licensor) and [ ] (the Licensee named in the Schedule).

#### 1. Definitions and interpretation

In this Licence, unless the context requires otherwise, the following expressions shall have the following meanings:

‘Application’	your application for a licence to reproduce the Information
‘End-user’	users or subscribers who use electronic or digital versions of your Product
‘End-user Licence’	the terms of use which establish how End-users may use the content of electronic or digital versions of your Product
‘Fee’	the fee charged by us as set out in the Schedule
‘Information’	the copyright work or database subject to a database right specified in the Schedule
‘Initial Term’	as stated in the Schedule
‘Licence’	this licence, including the Schedule
‘Product’	your product as set out in the Schedule
‘Re-use fee notice’	the notice in writing given to you by us in accordance with sections 11A(5) or 19(2D) of the Freedom of Information Act 2000 [or other relevant legislation]
‘Start date’	as stated in the Schedule
‘We’, ‘us’, ‘our’	the Licensor
‘You’, ‘your’	the Licensee named in the Schedule and its agents

## **2. Grant**

In consideration of the payment of the Fee, we are granting you the world-wide, non-exclusive rights set out in the Schedule.

## **3. Term**

This Licence begins on the Start Date and is for the Initial Term. It will continue after that term unless you or we end the Licence.

## **4. Your obligations**

You have the following obligations under this Licence:

- 4.1. to provide full and accurate information on your Application and in the context of this Licence to let us know if any of this information changes;
- 4.2. not to present out-of-date Information as being current;
- 4.3. to ensure that you do not use the Information in a way that suggests any official status or that we endorse you or your use of the Information;
- 4.4. to ensure that you do not mislead others or misrepresent us or the Information;
- 4.5. not to reproduce our logos and crest unless they form an integral part of the Information and you are reproducing them in that context;
- 4.6. to send us, if we ask for it, one complimentary copy of your Product. In case of electronic products and services, to provide us with the appropriate End-user Licence;
- 4.7. to let us know if you want to end this Licence;
- 4.8. to acknowledge and identify the source of the Information and feature the following copyright statement if you publish the Information © *Dartford Borough Council - material is reproduced with the permission of The Dartford Borough Council*;
- 4.9. to use a competent translator to translate the text of the Information accurately and in a style which is in keeping with the original text;
- 4.10. to ensure that you comply with the terms of the Data Protection Legislation<sup>1</sup>;
- 4.11. not use the Information in ways which are knowingly or potentially libellous or slanderous of individuals, companies or organisations.

## **5. Payment and payment arrangements**

This Licence is granted subject to payment of the Fee and in accordance with the payment details set out in the Schedule.

## **6. VAT**

Payments will be subject to VAT (where applicable) at the rate in force at the due time for payment.

## **7. Invoices and payment arrangements**

We will send you an invoice and/or a Re-use fee notice (as the case may be) for the amount that you are due to pay to us (unless we have already sent you an invoice or notice). You

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<sup>1</sup> 'Data Protection Legislation' means the General Data Protection Regulation (EU) 2016/679 (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time and any successor legislation to the GDPR or the Data Protection Act 1998 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner

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 Bank of England base lending rate.

## **8. Current Information**

We have the right to withdraw permission for the re-use of Information that becomes out of date during the Initial Term. We will tell you in writing and ask you to remove the obsolete Information from your Product by a given date.

## **9. Ending the Licence**

### **By you**

You have the right to end this Licence at any time by giving 14 days' notice to us in writing (by post or email).

### **By us**

We have the right to end this Licence:

- after the end of the Initial Term by giving you 3 calendar months' notice in writing (by post or email);
- at any time if you are wound up, declared bankrupt, placed in the hands of receivers or creditors or otherwise stop operating;
- at any time if there is a material breach of the terms of this Licence and you do not put this right within 30 days of our telling you in writing or by email, or
- in order to comply with any legal requirement.

## **10. Consequences of the Licence ending**

Ending this Licence shall not affect our right to payments and information related to payments under this Licence.

## **11. Changes to the terms of the Licence**

The terms of this Licence may only be changed if you and we agree in writing (by post or email). We will confirm any changes to the Licence, sending you an amended Schedule.

## **12. Assignment**

You must not assign or sub-license (except in the context of issuing an End-user Licence) your rights under this Licence to any other person.

### **13. Further warranties**

We warrant to you that to the best of our knowledge, we have the authority and power to grant the rights set out in this Licence and that this Licence does not infringe any other person or organisation's rights.

### **14. Governing law**

This Licence is governed by the laws of England and Wales.

**SIGNED** by:

Print name:

Job Title:

For The Dartford Borough Council (Licensor)

**SIGNED** by:

Print name:

Licensee/For the Licensee

Job Title:

Address:

## The Schedule

**1. Start date** The start date is [*specify the date of this Licence or such other date as may be agreed*]

**2. Licence No:** PSI [*insert number and year e.g. 01/2014 – obtain reference number from Legal Services*]

**3. Licensor's name, address and email**

**address:**

The Dartford Borough Council  
Civic Centre  
Home Gardens  
Dartford  
Kent DA1 1DR

[foi@dartford.gov.uk](mailto:foi@dartford.gov.uk)

**4. Licensee's name, address and email**  
**address:**

**5. Information covered by this Licence** [*Specify details of the information*]

**6. The rights to re-use of the Information**

The Licensee may re-use the Information, including re-use by:

- copying, publishing, distributing and transmitting the Information;
- adapting the Information;
- exploiting the Information commercially (including by combining it with other information, data or applications, or your own Product);
- allowing End-users to use the Information as authorised by an End-user Licence (except that an End-user shall not have the right to sub-license the right to access the Information).

**7. Product** [*Specify details of the Licensee's product where applicable.*]

**8. Initial Term**

Two years from the date of this Licence.

**9. Payment details**

A single charge of £ [in words] is to be paid to Dartford Borough Council for the use of the Information detailed in this Schedule. This charge represents a reasonable return on investment. Any fees paid under FOI will be deducted from the charge.

**10. 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.

**11. Equality and Diversity**

Dartford Borough Council aims to eliminate discrimination in respect of age, disability, gender assignment, marriage and civil partnership, race, religion or belief, sex and sexual orientation and will ensure that its services are free from bias or discrimination and that all

those involved in the Application process are treated fairly and with respect and the process will be conducted in a manner appropriate to the individual, whatever their background.

## 12. Additional Information

In line with the requirements of the Equality Act 2010, we can make reasonable adjustments to assist you if you have a disability that prevents you from making your Application in writing. We can also help, if English is not your first language. If you need any support in making an 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)

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Print name:  
Job Title:  
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