



## LICENCE – RE-USE OF PUBLIC SECTOR INFORMATION

### FULL CHARGE WITH FIXED FEE

*This licence covers those circumstances where Public Sector Information can be reproduced with a Fixed Fee Charge under a Standard Set of Terms and Conditions.*

### Licence to reproduce Public Sector Information

This Licence is dated ..... *[date of final signature]*

and is between Malvern Hills District Council

and *[insert name and address of licensee]*

Licence No .....

#### 1. Definitions

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

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.
Initial period:	as paragraph 2
Licence:	this Licence including the Schedule
Material:	as detailed at Schedule A
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:	Malvern Hills District Council
Start date:	the date of final signature
You, your:	any person, organisation or company who wishes to reproduce the Material covered by this Licence.

## **2. Initial Period**

This licence is for the period five years from the date of [Application / signature]

## **3. Material covered by this Licence**

The Material may be reproduced under this Licence for the purposes described at paragraph 4 under the terms of this Licence.

## **4. How the Material may be reproduced**

In this Licence, to *reproduce* includes the following non-exclusive rights throughout the world.

- 4.1 publishing the Material in any medium. This includes featuring the Material on websites that can be accessed via the world-wide web or via an internal electronic network or on an intranet;
- 4.2 authorising users and subscribers, who use your electronic or digital products to access the Material by means of an End-User Licence. This will normally allow users and subscribers to download the material to screen and printer for their own use. It does not otherwise allow you to authorise the reproduction of the Material;
- 4.3 translating the Material from the English into other languages provided that the translations are accurate and made by a competent translator;
- 4.4 copying the Material for non-commercial research or private study;
- 4.5 converting to braille and other formats for people who are visually impaired;
- 4.6 copying by libraries;
- 4.7 copying for the purposes of news reporting. This includes broadcasting on radio and television;
- 4.8 photocopying or scanning the Material from an Official Source.

## **5. Obtaining the Material**

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

We may be able to supply the Material you want to reproduce in alternative formats, such as digital. Please contact us 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.

*Information & Risk Management Officer  
Malvern Hills District Council  
The Council House  
Avenue Road  
Malvern  
Worcestershire  
WR14 3AF*

## **6. Payment details**

A single charge of £ . . . . . is to be paid to Malvern Hills District Council for the use of the material detailed in Schedule A. This charge represents a reasonable return on investment

## **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 Malvern Hills District Council and send them to:

*Information & Risk Management Officer  
Malvern Hills District Council  
The Council House  
Avenue Road  
Malvern  
Worcestershire  
WR14 3AF*

We have the right to charge interest on any amounts that are not paid within the 28 days at a rate of 2% a month 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 the Licence, and to let us know if any of this information changes.
- 9.2 let us know if you want to end the Licence;
- 9.3 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;
- 9.4 identify the source of the Material and feature the following copyright statement if you publish the Material:  
  
*© Malvern Hills District Council material is reproduced with the permission of Malvern Hills District Council.*
- 9.5 not use the Material for the principal purpose of advertising or promoting a particular product or service, or in a way which could imply endorsement by us or generally in a manner which is likely to mislead others;
- 9.6 not reproduce our logos;
- 9.7 allow us to inspect, on request, copies of any works that include the Material to check that you have kept to the terms of this Licence;
- 9.8 send us, if we ask for it, with a complimentary copy and/or subscription of any product or publication that you produce that includes the Material. In the case of electronic products and services you should provide the appropriate End-user Licence. We shall 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 not use the Material in ways which are knowingly or potentially libellous or slanderous of individuals, companies or organisations; 7.11 send us, if we ask for it, a copy of your standard End-user Licence

## **10. Changes to the terms of this Licence**

We have the right to change the terms of this Licence. Your existing Licence will be honoured for the time it has left to run, unless you wish to terminate it and take out a new Licence on the revised terms.

## **11. Ending the Licence**

This Licence may be ended:

### **By you**

You have the right to end this Licence at any time by giving notice to us in writing or by e-mail.

### **By us**

We have the right to end this licence:

- after the end of the initial term by giving you six calendar months' notice in writing or by e-mail;
- at any time if there is a significant breach of any of the terms and you do not put this right within 60 days of our telling you in writing or by e-mail.

## **12. Assignment**

This Licence may not be assigned.

## **13. Complaints**

If you are dissatisfied with the standard of service you receive from us, you can make a formal complaint. Please write to

Nigel Snape  
Head of Legal & Governance  
Malvern Hills District Council  
The Council House  
Avenue Road  
Malvern  
Worcestershire  
WR14 3AF.

## **14. 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.

## **15. 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.



## SCHEDULE A

### **Material**

*List details of the material covered by this licence.*