



## LICENCE – RE-USE OF PUBLIC SECTOR INFORMATION

### FULL CHARGE WITH ROYALTY

*This licence covers those circumstances of  
Public Sector Information where Royalty payments are required.*

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:

Accounting period: as set out in Schedule A

Application: your application for a licence to reproduce the Material.  
Applications can be made online

End-users: users and subscribers who access electronic or digital version of  
the Product

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 schedules.

Material: the Material listed at Schedule B.

Official source: any publication, product or information service which has been  
made available to the public or by us or on our behalf. This  
includes our official website.

Our, us and we: Malvern Hills District Council

Product: your product or products as set out in Schedule B.

Sales income: the money you receive from the sale or supply of your Product (not  
including VAT).

Start date: as specified at Schedule A.

Statement: a statement of the Sales income and the royalty payable to us for  
each Accounting period.

You, your: the licensee named in Schedule A.

## 2. Grant

We are granting you the non-exclusive rights set out in Schedule A.

## 3. Period

This Licence is for the initial term given in Schedule A. It will continue after that term unless you or we end the Licence.

## 4. Your obligations

You must:

- provide full and accurate information on your Application and in the context of the Licence and let us know if any of this information changes;
- keep full and accurate records of the sales of your Product;
- let us know if you want to end the Licence;
- 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 In cases where you want to reproduce material that has been superseded you should make it clear that a more up to date version is available.
- 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(es) where they should be sent;
- Send us, if we ask for it, a copy of your standard End-user licence;
- Identify the source of the Material set out in Schedule A; [*Where Appropriate*]
- Feature the copyright statement set out in Schedule A; [*Where Appropriate*]
- Ensure that you comply with the terms of the Data Protection Act 1998;
- 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*]
- the reproduced versions of the Material must not be presented in a way which could imply that it has official status or has our endorsement;
- not reproduce our logos;
- 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;
- not use the Material in ways which are knowingly or potentially libellous or slanderous of individuals, companies or organisations;

## **5. List of Licence Holders**

We may list the names and addresses of all Licence holders on our website because we want:

- to be open and transparent about who has a Licence; and
- To help applicants, particularly those from large organisations, to check whether they already have a Licence.

We will not use this information for marketing or publicity purposes. If you are a private individual please let us know whether you are willing to have your details listed.

## **6. Obtaining the Material**

- 6.1 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.
- 6.2 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*

## **7. Payment details**

These are given in Schedule A.

## **8. VAT**

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

## **9. Invoice and payment arrangements**

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 minimum-lending rate.

#### **10. Statements**

You must send us a Statement within 90 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 your normal business hours. We shall give you reasonable notice of our wish to inspect your accounts, either in writing or by e-mail.

#### **12. 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 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 significant breach of the terms of this Licence and you do not put this right within 60 days of our telling you in writing or by e-mail.

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

Ending this Licence shall 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.

#### **14. 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 e-mail. We will confirm any changes to the Licence, sending you an amended schedule.

#### **15. Assignment**

This Licence may not be assigned.

**16. 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  
WR14 3AF.

**17. 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.

**18. 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.

Signed by ..... Date .....

Name in block capitals .....  
for Malvern Hills District Council

Signed by ..... Date .....

Name in block capitals .....

Job title .....  
for [*insert name of Licensee*]



## SCHEDULE A

**Licence number:** .....

**Start date** ..... [date of final signature]

**Licensee's name, address**

[insert details]

**Accounting periods**

The first Accounting period will run from the start date until ..... (inclusive).  
After that, the Accounting periods will be from ..... to ..... (inclusive).

**Copyright statement**

© Malvern Hills District Council copyright material is reproduced with the permission of Malvern Hills District Council.

**Grant**

*Insert details of what rights are being granted, for example: To publish and sell the Material as part of your Product throughout the world in the English language.*

**Initial term**

[x] year(s) from the Start date.

**Payment details**

*Royalty based licences: formula for calculating royalties payable  
One-off or annual fee based licences: amount payable and when it will be invoiced Payments to be made in sterling/Euro*

**Source acknowledgment**

*Insert as appropriate, for example [title] of the Material produced by Malvern Hills District Council*

**Additional information**

*For example, this section could include specific details relevant to the Licence that are not covered elsewhere in the terms and conditions.*

Initialled: .....

Initialled: .....



**SCHEDULE B**

**Material**

*Insert title and/or description of the Material being reproduced.*

**Product**

*Insert details of the Licensee's product(s)*

Initialled: .....

Initialled: .....