



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 *Worcestershire County 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:	Worcestershire County 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.

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- 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

- 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 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 Access Officer
Worcestershire County Council
Corporate Information Management Unit
County Hall
Spetchley Road
Worcester,
WR5 2NP*

6. Payment details

A single charge of £ is to be paid to Worcestershire County 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 Worcestershire County Council and send them to:

*Information Access Officer
Worcestershire County Council
Corporate Information Management Unit
County Hall
Spetchley Road
Worcester
WR5 2NP*

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:

- 7.1 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.
- 7.2 let us know if you want to end the Licence;
- 7.3 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;
- 7.4 identify the source of the Material and feature the following copyright statement if you publish the Material:

© Worcestershire County Council material is reproduced with the permission of Worcestershire County Council.
- 7.5 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;
- 7.6 not reproduce our logos;
- 7.7 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;
- 7.8 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;
- 7.9 ensure that you comply with the terms of the Data Protection Act 1998;
- 7.10 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. We will deal with it by following our complaints procedure. You can find this on our website at <http://worcestershire.whub.org.uk/home/wccindex/wcc-cr.htm> or please e-mail us at re-use@worcestershire.gov.uk or telephone 01905 766364 and we will send you details.

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.



worcestershire
county council

SCHEDULE A

Material

List details of the material covered by this licence.