

**CHARGED LICENCE FOR THE RE-USE OF
PUBLIC SECTOR INFORMATION**

This Licence is dated:200.....

and is between: **Harrogate Borough Council** of Crescent Gardens Harrogate HG1 2SG
and:

of

1 Definitions

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

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 versions 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 by us or on our behalf. This includes our official website.
Our, us and we:	The Council of the Borough of Harrogate.
Product:	your product or products as set out in Schedule B.
Start Date:	as specified at Schedule A.
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;
- 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 In cases where you want to reproduce Material that has been superseded you should make it clear that a more up to date version is available;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, a copy of your standard End-user licence;
- allow us to inspect the Product to check that you have kept to the terms of this Licence;
- identify the source of the Material set out in Schedule A;
- feature the copy right statement set out in Schedule A;
- ensure that you comply with the terms of the Data Protection Act 1998;
- not present the reproduced versions of the Material 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 Our obligations

We aim to:

- confirm receipt of the Application promptly;
- quickly put right any difficulties or answer any queries which you may have;
- handle all Licences in a way that is fair and consistent;
- give you details of any changes to this Licence;

6 List of Licence holders

6.1 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.

7 Obtaining the Material

7.1 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.

7.2 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.

8 Payment details

These are given in Schedule A.

9 VAT

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

10 Payment arrangements

Payment is to be made by cheque at the same time as returning the signed licence to us.

Make your cheques payable to Harrogate Borough Council and send them to:

Information Law Officer, Council Offices, Crescent Gardens, Harrogate HG1 2SG

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 email.

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 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 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 email.

12 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.

13 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 the Licence, sending you an amended schedule.

14 Assignment

This Licence may not be assigned.

15 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.

16 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 the Council of the Borough of Harrogate:

.....

Signed by: Date:

Name in block capitals:

.....

Job title
for

.....

SCHEDULE A

Licence number:0001.....

Start date:

.....

Licensee's name, address

Copyright statement

Copyright material is reproduced with the permission of Harrogate Borough Council

Grant

To use the Material to provide unit cost information for local authorities as part of your Product throughout the world in the English language.

Initial term

2 years from the Start date.

Payment details

One-off fee based, insert when payment due.

Source acknowledgement

Material produced by Harrogate Borough 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.

SCHEDULE B

Material

Product