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Licence to Reproduce Public Sector Information

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Licence No: PSI [*insert number and year e.g. 01/2008 – obtain reference number from Legal Services*]

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Our, us and we:	The Dartford Borough Council
Start Date:	the date of this Licence
You, your:	any person, organisation or company who wishes to reproduce the Material covered by this Licence

2. Initial Period Material covered by this Licence

The Licence is for the period of five years from the Start Date.

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.



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

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- 4.8 photocopying or scanning the Material from an Official Source.

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Subject to paragraph 5.2 above, you can reproduce the Material covered by this Licence direct from an Official Source without any charge.

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You must:

- 7.1 provide full and accurate information on your Application and in the context of this Licence and to let us know if any of this information changes;
- 7.2 let us know if you want to end this 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 In cases where you want to reproduce Material that has been superseded, you should make it clear that a more up to date version is available;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:

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- 7.5 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;



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- 7.7 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]
- 7.8 not reproduce our logos;
- 7.9 allow us to inspect, on request, copies of any works that include Material to check that you have kept to the terms of this Licence;
- 7.10 send us, if we ask for it, a complimentary copy and/or subscription of any product or publication that you produce that includes the Material. In case of electronic products and services, you should provide the appropriate End-user Licence. We will notify you of the address where they should be sent;
- 7.11 ensure that you comply with the terms of the Data Protection Act 1998;
- 7.12 not use the Material in ways which are knowingly or potentially libellous or slanderous of individuals, companies or organisations;
- 7.13 send us, if we ask for it, a copy of your End-user Licence.

8. 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 this Licence by sending you an amended schedule. Charges may apply.

9. Ending this Licence

- 9.1 **By you** – you have the right to end this Licence at any time, by giving notice to us, in writing or by email.
- 9.2 **By us** - we reserve the right to end this Licence:
 - (a) after the end of the initial term, by giving you three calendar months' notice in writing or by email;
or
 - (b) forthwith, if:
 - you become bankrupt, insolvent, make any composition with your creditors, or have a receiver appointed or die;
 - you are convicted of a criminal offence;
 - you cease or threaten to cease to carry on your business;
 - there is a risk or a genuine belief that there is a risk that we will suffer reputational damage as a result of this Licence continuing;
 - you are in breach of any of your obligations under this Licence that is capable of remedy and which has not been remedied to our satisfaction within 14 days, or such other reasonable period as may be specified by us after issue of a written notice specifying the breach and requesting it to be remedied;
 - there is a material or substantial breach by you of any of your obligations under this Licence which is incapable of remedy;
 - you commit persistent minor breaches of this Licence, whether remedied or not.

10. Consequences of ending this Licence

Ending this Licence will not affect:

- the rights of any End-user who has been granted an End-user Licence;
- our right to payments under this Licence.



11. Payment Details

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

12. 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 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 base lending rate.

13. VAT

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

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.

17. 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 or contact Customer Services on 01322 343434 or email customer.services@dartford.gov.uk and we will send you details.

18. Equality and Diversity

Dartford Borough Council aims to eliminate discrimination in respect of sex, colour, race, nationality, ethnic group, regional or national origin, age, marital status, disability, political or religious belief, sexuality or class and will ensure that its services are free from bias or discrimination and that all those involved in the licence application process are treated fairly and with respect and the process will be conducted in a manner appropriate to the individual, whatever their background.

19. Additional Information



Dartford Borough Council

In line with the requirements of the Disability Discrimination Act 2000, we can make reasonable adjustments to assist you if you have a disability that prevents you from making your application for a licence in writing. We can also help, if English is not your first language. If you need any support in making a licence 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

SIGNED by:

Date:

Print name:

Job Title:

For The Dartford Borough Council (Licensor)

SIGNED by:

Date:

Print name:

Licensee/For the Licensee

Job Title:

Address:



SCHEDULE

Material covered by this Licence

Detail the material covered by this licence