

# Licence to reuse council information (non-commercial use)

## Terms and conditions

This licence covers those circumstances where public sector information can be reproduced free of charge under a standard set of terms and conditions.

## Licence to reproduce Public Sector Information

### 1. Introduction

1.1 This licence explains how users throughout the world may reproduce material produced by East Sussex County Council.

1.2 This licence is an offer of licence terms from East Sussex County Council. It explains:

- which material is covered by the licence
- how the arrangements will operate.

### 2. Purpose and scope of this licence

2.1 The main purpose of this licence is to provide users with a quick and effective way to obtain permission to reproduce the material listed at Box 2 of your Application Form.

2.2 This licence does not cover information which is exempt from disclosure to the public under Freedom of Information and data protection legislation.

### 3. 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-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.

*Licence:* this offer of terms and the completed application form.

*Material:* as detailed in Box 2 "Full description of material to be covered by this licence" of the application form *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:* East Sussex County Council

*You, your:* any person, organisation or company who wishes to reproduce the material covered by this licence.

#### **4. How can I obtain a licence?**

4.1 Please read the terms of this licence first. Then complete the application form. Copies are available from our FOI Officer. Email [foi@eastsussex.gov.uk](mailto:foi@eastsussex.gov.uk) or phone 01273 482913.

4.2 Once we have received your application you will receive the following details from us:

- your unique licence number
- confirmation of the start date of your licence.

You will be sent the acknowledgment within ten working days.

#### **5. Material covered by this licence**

The material may be reproduced under this licence for the purposes described at paragraph 7 under the terms of this licence.

#### **6. Items falling outside the scope of this licence**

If any of the material falls outside the scope of this licence you will be notified within ten working days.

#### **7. How the material may be reproduced**

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

7.1 publishing the material in any medium, providing that this is not for profit-making purposes. Publishing includes featuring the material on websites that can be accessed via the internet or via an internal electronic network or on an intranet

7.2 authorising users and subscribers, who use your electronic or digital products to access the material by means of your end-user licence. This will normally allow users and subscribers to download the material to screen and print for their own use. It does not otherwise allow you to authorise the reproduction of the material

7.3 translating the material from the English into other languages provided that the translations are accurate and made by a competent translator

7.4 copying the material for non-commercial research or private study

7.5 converting to braille and other formats for people who are visually impaired

7.6 copying by libraries

7.7 copying for the purposes of news reporting. This includes broadcasting on radio and television.

7.8 photocopying or scanning the material from an official source.

## **8. Period**

This licence is for the period of five years from the date of your application.

## **9. Obtaining the material**

9.1 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.

9.2 We may be able to supply the material you want to reproduce in alternative formats, such as digital. Please contact our Freedom of Information officer (email [foi@eastsussex.gov.uk](mailto:foi@eastsussex.gov.uk) or phone 01273 482913) 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.

## **10. Charging**

Subject to paragraph 9.2 above, you can reproduce the material covered by this licence direct from an official source without any charge.

## **11. 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.

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. Please contact our Freedom of Information officer. Email [foi@eastsussex.gov.uk](mailto:foi@eastsussex.gov.uk) or phone 01273 482913.

## **12. Your obligations**

You must:

- 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.
- 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

- identify the source of the material and feature the following copyright statement if you publish the material:

*©East Sussex County Council. Material is reproduced with the permission of East Sussex County Council.*

If you are publishing the material on your website, the words 'East Sussex County Council' at the end of the statement must be a hyperlink to our website (<http://www.eastsussex.gov.uk/>).

- 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
- not reproduce our logos
- 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
- 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
- ensure that you comply with the terms of the Data Protection Act 1998
- not use the material in ways which are knowingly or potentially libellous or slanderous of individuals, companies or organizations.
- send us, if we ask for it, a copy of your standard end-user licence.

### **13. 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.

### **14. Ending the licence**

14.1 We reserve the right to end this licence 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 email.

14.2 You have the right to end the licence at any time by email or in writing. Do they get a refund?

### **15. Assignment**

This licence may not be assigned.

### **16. Disclaimer**

We have made all reasonable efforts to ensure that the material is up to date and accurate but we make no warranty, representation or guarantee that the material is error free. Your use of the Material under this licence is entirely at your own risk.

## **17. 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.