

Charged Licence

Terms and Conditions

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This Licence is dated

and is made between

(the Licensor)

and

(the Licensee named in the Schedule).

1. Definitions and interpretation

In this Licence, unless the context requires otherwise, the following expressions shall have the following meanings:

'Accounting period'	As set out in the Schedule
'End-user'	Users or subscribers who use electronic or digital versions of your Product
'End-user Licence'	The terms of use which establish how End-users may use the content of electronic or digital versions of your Product
'Fee'	The fee charged by us as set out in the Schedule
'Information'	The copyright work or database subject to a database right specified in the Schedule
'Licence'	This licence, including the Schedule
'Product'	Your product or products as set out in the Schedule
'Re-use fee notice'	The notice in writing given to you by us in accordance with section 11A(5) or 19(2D) of the Freedom of Information Act 2000
'Start date'	As stated in the Schedule
'Statement'	A statement of the money you receive from the sale or supply of your Product (not including VAT) and any royalties payable to us for each Accounting period.
'We', 'us', 'our'	The Licensor
'You', 'your'	The Licensee named in the Schedule, and its agents

2. Grant

In consideration of the payment of the fee, we are granting you the world-wide, non-exclusive rights set out in the Schedule.

3. Term

This Licence begins on the start date and is for the initial term given in the Schedule. It will continue after that term unless you or we end the Licence.

4. Your obligations

You have the following obligations under this Licence:

- 4.1. to let us know in writing (by post or email) of any change to your name, address or any other details relevant to this Licence;
- 4.2. not to present out-of-date Information as being current;
- 4.3. to ensure that you do not use the Information in a way that suggests any official status or that we endorse you or your use of the Information;
- 4.4. to ensure that you do not mislead others or misrepresent us or the Information;
- 4.5. to acknowledge the source of the Information by including any acknowledgment set out in the Schedule;
- 4.6. to feature any copyright statement set out in the Schedule;
- 4.7. not to reproduce the Royal Arms [*other logos, crests, etc. may be added*] unless they form an integral part of the Information and you are reproducing them in that context;
- 4.8. to keep full and accurate records of any sales of your Product for accounting purposes;
- 4.9. to send us, if we ask for it, one complimentary copy of your Product

[Other conditions may be added where necessary for compliance with national, EU or international law]

5. Payment and payment arrangements

This Licence is granted subject to payment of the Fee and in accordance with the payment details set out in the Schedule. If required by us, you must send us a Statement and allow inspection by us (or our representatives) of your accounts and records in accordance with any details set out in the Schedule.

6. VAT

Payments will be subject to VAT (where applicable) at the rate in force at the due time for payment.

7. Invoices

We will send you an invoice and/or a Re-use fee notice (as the case may be) for the amount that you are due to pay to us (unless we have already sent you an invoice or notice).

We have the right to charge interest on any amounts that are not paid within the [x] days at a rate of [x]%.
[x]%

8. Current Information

We have the right to withdraw permission for the re-use of Information that becomes out of date during the period. We will tell you in writing and ask you to remove the obsolete Information from your Product by a given date.

9. Ending the Licence

This Licence may be ended:

By you

You have the right to end this Licence at any time by giving [x] days' notice to us in writing (by post or email).

By us

We have the right to end this Licence:

- after the end of the initial term by giving you [x] calendar months' notice in writing (by post or 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 material breach of the terms of this Licence and you do not put this right within [x] days of our telling you in writing or by email, or
- in order to comply with any legal requirement.

10. Consequences of the Licence ending

Ending this Licence shall not affect our right to payments and information related to payments, including Statements, under this Licence.

11. Changes to the terms of the Licence

The terms of this Licence may only be changed if you and we agree in writing (by post or email). We will confirm any changes to the Licence, sending you an amended Schedule.

12. Assignment

You must not assign or sub-license (except in the context of issuing an End-user Licence) your rights under this Licence to any other person.

13. Further warranties

We warrant to you that to the best of our knowledge, and subject to any further warranties set out in the Schedule, we have the authority and power to grant the rights set out in the Licence and that the Licence does not infringe any other person or organisation's rights.

14. Governing law

This Licence is governed by the laws of [*specify either England and Wales or Northern Ireland*].

[*An appropriate signature block may be added*].

The Schedule

Part 1

Start date The start date is [*specify the date of this Licence or such other date as may be agreed*]

Licensor's name, address and email address

We will update you if any of these change.

Licensee's name, address and email address

Acknowledgments and copyright protection

[Insert text of acknowledgment and copyright statement as required. The default will be "[insert description of Information] licensed by [insert name of copyright holder/authority]. Copyright © [name of authority, year of first publication of the work] All rights reserved". In the case of a Crown body, the following acknowledgment should be used "[insert description of information] Crown copyright licensed by [insert name of Crown body] on behalf of the Controller of Her Majesty's Stationery Office.]

Information

Insert details of the Information being licensed under this Licence.

The rights to re-use of the Information

The Licensee may re-use the Information, including re-use by:

- copying, publishing, distributing and transmitting the Information;
- adapting the Information;
- exploiting the Information commercially (including by combining it with other information, data or applications, or your own Product);
- allowing End-users to use the Information as authorised by an End-user Licence (except that an End-user shall not have the right to sub-license the right to access the Information).

Product

[Specify details of the Licensee's product where applicable.]

Term

[Insert the duration of the Licence for an initial term of [x] years, after which the licence shall continue beyond the initial term subject to the termination provisions contained in the Licence. The initial term should not be for a period less than 1 year.]

Warranties

[Further warranties may be specified as may be appropriate.]

Dispute resolution

[Details of the Licensor's complaints procedure may be specified here as may be appropriate.]

Part 2

Payment details

[Insert details of the fee (such as a one-off fee, annual fixed fee, or royalties based on a percentage of sales or use) being charged; when the payment is due; and any other specific payment arrangements (such as a requirement for royalty statements and provision for inspection of accounts). Reference may be made to a Re-use fee notice where one has been issued. Arrangements may also be specified for receipts for payments.]

Accounting periods

[The following may be added: The first Accounting period will run from the start date until (inclusive). After that, the Accounting periods will be from to (inclusive).]

Statements

[The following may be added: "You must send us a Statement (for each Accounting period within [x] days of the end of each Accounting period so that we can calculate the payment due)."]

Inspections of accounts

[The following may be added: "We, or our representative, may inspect your accounts and records for Sales income and any 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, in writing (by post or email)."]