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PERMISSION: ("the Permission")

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[delete as appropriate]

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- The User **must not** use the Document for Commercial Purposes.
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- A **Licence Fee** of £ is paid to the Council.

THE ATTACHED STANDARD TERMS AND CONDITIONS APPLY TO THIS LICENCE

IMPORTANT NOTES

Any use of the Document other than as permitted under this Licence is an infringement of the Council's copyright and may result in the Council pursuing a claim for damages or an injunction to enforce its rights.

DATED the day of 2005

STANDARD TERMS AND CONDITIONS

FAIR DEALING

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RIGHTS RESERVED

2. All rights in the form and content of this Licence together with all rights not expressly granted by the Council in this Licence are hereby reserved including, but not limited to, the exclusive right to collect, whether individually or via a licensing body such as a Collecting Agency, any royalties for any use of the Document for any reason which results in commercial advantage or private monetary compensation.

DISCLAIMER AND INDEMNITY

3.
 - a) The Re-use of the Document is entirely at the User's own risk and the Document is licensed by the Council without any warranty, representation or guarantee of any kind as to its accuracy or otherwise either express or implied and the Council shall not be liable and hereby expressly excludes all liabilities for loss or damage howsoever and wheresoever caused as a result of the Re-use made of the Document.
 - b) The Council grants the Permission only in respect of the ownership of its own copyright and not that of any third party whose material may be contained in the Document, in which event the User is required to obtain any further necessary permissions from any such third party.
 - c) The User shall indemnify the Council from and against any and all claims, losses, expenses, liabilities, damages and proceedings whatsoever incurred by the Council arising out of the User's Re-use of the Document.

RE-USE

4. a) In this Licence “re-use” includes the following non-exclusive rights, subject to the terms of the Permission the Special Conditions and the other Standard Terms and Conditions of this Licence:
- i) Publishing the Document in any medium including featuring the Document on websites that can be accessed via the Internet or via an internal electronic network or intranet.
 - ii) Authorising subscribers who use the User’s electronic or digital products to access the Document by means of an end-user licence, namely to permit subscribers to download the Document to a screen or printer for their own use but not otherwise permit the end user to authorise the reproduction of the Document.
 - iii) Translating the Document into other languages provided that the translations are accurate and made by a competent translator.
 - iv) Converting to braille and other formats for people who are visually impaired, provided that the conversions are accurate and made by a competent professional.
 - v) Copying by libraries.
 - vi) Copying for the purposes of news reporting. This includes broadcasting on radio and television.
 - vii) Printing, photocopying or scanning the Document.
- b) Any Re-use of the Document by the User is deemed to be the User's acceptance of the terms of this Licence.

ACKNOWLEDGEMENT

5. The following copyright statement shall be used to acknowledge the Council’s ownership of copyright in the Document, namely “Reproduced with the permission of Kirklees Metropolitan Council”.

USER'S OBLIGATIONS

6. The User must:
- a) Not use the Document for the principal purpose of advertising or promoting a particular product or service which could imply endorsement by the Council or generally in a manner which is likely to mislead others or bring the Council into disrepute.
 - b) Not reproduce from the Document any image, logo or other trademarks (registered or unregistered) of the Council or a third party in isolation from the Document as a whole.
 - c) If requested by the Council, provide, or facilitate access to, details of the Re-use of the Document by the User to ensure the User's compliance with the terms of this Licence.
 - d) Not use the Document in ways which are knowingly or potentially libellous or slanderous of individuals, companies or organisations.
 - d) Not use the Document in a way which is or could be misleading, including but not limited to, misrepresenting the effective date relating to any information provided by the Council.
 - e) The User shall acknowledge the Council as the owner of the copyright in the Document in accordance with paragraph 5.

VARIATIONS

7. The Terms of the Licence can only be varied by the Council in writing.

LIST OF LICENCE HOLDERS

8. The Council may make available to any person on request the names, addresses and Licence details of all Licence holders and which may also be published on the Council's Website.

LICENCE FEE

9. a) Where it is a condition of this Licence that a Licence Fee is payable, such Licence Fee shall include any applicable VAT at the current rate.
- b) Payment of the Licence Fee shall be deemed to be paid upon the date of receipt of cleared funds by the Council.

ASSIGNMENT

10. This Licence may not be assigned without the written consent of the Council.

COMMENCEMENT AND TERMINATION

11. a) This Licence shall commence on the date of this licence or, where a Licence fee is payable, on the date of receipt of cleared funds, whichever is the later.
- b) This Licence shall terminate automatically at any time if:
- (i) The User is wound up, declared bankrupt or placed in the hands of a receiver or administrator or, if a commercial enterprise, ceases trading, or
 - (ii) Upon any Re-use made of the Document by the User in breach of any of the terms and conditions or Permission granted to the User of this Licence, or
 - (iii) The Re-use is unlawful.
- c) The User shall have the right to terminate this Licence at any time by giving written notice to the Council.
- d) The Council shall have a right to terminate or amend this Licence at any time by giving 12 months written notice to the User at the User's last known address or otherwise.

GENERAL

12. a) Where there is any conflict arising between any provisions of this Licence and the information and guidance on the Council's website (<http://www.kirklees.gov.uk/copyright>), the wording of this Licence shall prevail, or where there is any conflict arising between the Standard Terms and Conditions on the one hand and the Permission and Special Conditions on the other of this Licence, then the terms of the Permission and Special Conditions shall prevail.
- b) "Commercial Purposes" shall mean any activity where the User intends or is likely to or does generate financial profit.
- c) If any terms under this Licence shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law then the remainder of the terms shall be unaffected.
- d) All headings in this Licence shall not affect the interpretation of this Licence.
- e) "User" shall include persons, firms, Companies and Corporations and where any obligation is undertaken of two or more persons jointly, they shall be jointly and severally liable.
- f) The address for service of the Council in respect of any notice or communication required to be served under this Licence is "Re-use Licensing, Corporate Information Management Team, Kirklees Council, Room 108, 1st Floor, High Street Buildings, High Street, Huddersfield, HD1 2NQ", or such other address as shall be notified by the Council.

LAW

13. This Licence is granted under the Laws of England and Wales and comes under the exclusive jurisdiction of the Courts of England and Wales.