

## Background

The PSI Regulations were effective from 1 July 2005 and implement a European Directive (2003/98/EC) on the re-use of public sector information. The Directive aims to harmonise national rules and practices and enable growth of the information industry across Europe.

As the title suggests the focus of the Directive and Regulations is on re-use of information rather than on access. The Borough Council is bound by its obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 in dealing with requests for access to information. The supply of information under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 does not automatically give the recipient of the information the right to re-use it. The information will usually be disclosed with a warning that separate permission needs to be obtained from the copyright owner before its use in a way that would infringe copyright, for example, by making multiple copies, publishing and issuing copies to the public. Existing UK legislation on copyright remains unchanged by the Regulations.

### Relationship with Data Protection

It should be noted that the Regulations in no way affect the level of protection of individuals regarding the processing of their personal data under the provisions and principles of the data protection legislation.

### Scope of the Regulations

The following documents are excluded from the Regulations:

1. Documents that are exempt from disclosure under the Freedom of Information legislation
2. Documents that are excepted from disclosure under the Environmental Information Regulations 2004
3. Documents in which the copyright and/or other intellectual property rights are owned or controlled by a third party other than the Borough Council
4. Documents that fall outside the scope of the public task of the Borough Council, i.e. documents produced that are not directly related to the core responsibilities of the Borough Council, such as documents with a value-added or commercial nature
5. Documents held by educational and research establishments such as schools, universities, archives, libraries and research facilities
6. Documents held by cultural establishments including museums, libraries, archives, orchestras, theatre and performing arts establishments
7. Documents held by public service broadcasters (radio and TV stations) for the fulfilment of a public service broadcasting remit

### Definition of 'Re-use'

'Re-use' means the use by a person (or company) of a document held by the Council for a purpose other than the initial purpose for which the document was produced. The transfer of documents from one public sector body to another in pursuit of their public tasks does not constitute re use.

## Asset Lists

An asset is any information that the Council produces that is of interest or value to the organisation itself and potentially to others. An asset list is a register of these information assets categorised using a standard classification method. Maidstone Borough Council will be using the Publication Scheme as its asset list.

The first step to re-using public sector information is to know what significant documents are available for re-use. All significant documents registered within the Borough Council's Publication Scheme are available for re-use.

## Conditions for Re-use

The Regulations allow the Council up to 20 working days (as for freedom of information legislation) following date of receipt of the request for re-use to respond to the request. This timeframe may be extended by such time as is reasonable in the circumstances for extensive or complex requests. In such cases the Council will notify the applicant within the 20 working days of an estimated date by which it expects to respond to the request for re-use.

You will see notices in publications and on the website which explain that a licence is not required for non-commercial research and private study, but you will need a licence from us for any other form of re-use (for example, posting material on a website, or distributing printed copies at a meeting).

The Licence enables you to reproduce the material by publishing it in any medium including featuring it on websites that can be accessed via the world-wide web or via an internal electronic network or on an intranet; authorising users and subscribers who use your electronic or digital products to access the Material by means of an End User Licence. This will normally allow users and subscribers to download the Material to screen and printer for their own use. It does not otherwise allow you to authorise the reproduction of the information.

The Licence enables the Material to be translated into other languages or converted to Braille and other formats for people who are visually impaired. It allows the Material to be copied for non commercial research or private study. For the full terms and conditions please see the [Standard Licence](#).

You are advised to read the terms of the Licence carefully and complete the [on-line Application Form](#) if you wish to re-use Council information.

### Principles governing charging

The Council intends to make the material on its website and the significant documents available on its Publication Scheme (other than those where charges apply) available for re-use. Where a Licence is required this may be free of charge or subject to a reasonable charge.

Because of the potential diversity of requests for re-use the Council have taken the view it is not reasonably practicable to publish standard charges, but the charge will not exceed the total of the cost of collection, production, reproduction and dissemination of the document which is the subject of the request together with a reasonable return on investment. Neither the Regulations nor the Directive define what is meant by a *reasonable return on investment*, and therefore this will be dependent on the particular circumstances. You will be advised of any charge due to be paid in these circumstances.

### Reasons for Refusal to allow Re-use of a document

The Council has the right to refuse the re-use of documents provided that there are sound reasons for doing so. This will generally be because the document falls outside the scope of the Directive because:

1. copyright in the document is owned by a third party;
2. supply of the document falls outside its public task (this could include the supply of documents that are produced and charged for exclusively on a commercial basis);
3. the document falls within the scope of the exempted classes of material under freedom of information and data protection legislation.

If the Council refuses a request for re-use it will notify the applicant in writing of its decision within 20 working days and the reason for refusal. If ground (1) above is the reason the notification will identify the person who owns the relevant intellectual property rights, where known, or the name of the person from whom the Council obtained the document.

### Complaints Procedure

The Council has a procedure for dealing with complaints including complaints about the handling of a request for re-use of public sector information.

In accordance with Regulation 19 of the Regulations where an applicant has exhausted the internal complaints procedure he may refer that complaint to the Office of Public Sector Information (OPSI). Such complaint must be in writing, state the nature of the complaint, include a copy of the written determination under the internal complaints procedure

and be lodged with OPSI before the end of 28 working days beginning with the date of receipt of the determination.

OPSI will investigate the complaint and issue a Decision within 30 working days. Complex cases may be subject to a payment of £500 (non-refundable). Both parties can appeal to the specially constituted panel of the Advisory Panel on Public Sector Information (APPSI). APPSI will investigate and reach a Decision within 60 working days. Generally evidence will only be considered in written form. Complaints about OPSI will be referred to APPSI so as to maintain an equivalent level of independence.

### Applying to re-use Maidstone Borough Council copyright material

You can apply to re-use content (text, pictures etc.) from this website or from other Maidstone Borough Council publications.

You may download the material featured on this website to file or printer, or use the content from any Council publication, for non-commercial research and private study. You will need a licence from us for any other form of re-use (for example, posting material on a website, or distributing printed copies at a meeting).

To get a licence, first read the Terms of our Standard Licence, then fill in the licence application form.

After you have submitted the form, you will receive a reference number for your application.

You should receive a reply within five working days confirming your licence, or telling you if there is a problem (if, for example, we do not own the copyright on some of the information).

A charge may apply for the re-use of some Council information, where this is the case you will be notified. For details of charging see the Principles governing charging on our [re-use Guidance page](#).

Communications

Email: [pr@maidstone.gov.uk](mailto:pr@maidstone.gov.uk)

Tel: 01622 602758

## Licence to reproduce Public Sector Information

### 1. Introduction

1.1 This Licence explains how users throughout the world may reproduce material produced by Maidstone Borough Council.

1.2 This Licence is an offer of Licence terms from Maidstone Borough Council. This Licence explains:

- which material is covered by the Licence;
- how the arrangements will operate;

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### 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 reproduce the material listed in Section 2 (full description of the material to be covered by this Licence) of the [Application Form](#).

2.2 This Licence does not cover information which is exempt from disclosure to the public under Freedom of Information, Data Protection or Environmental Information Regulations legislation.

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### 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, the completed Application and the Annex.

**Material:** as detailed in Section 2 (full description of the 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:** Maidstone Borough Council.

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

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#### 4. How can I obtain a Licence?

4.1 Please read the terms of this Licence first. Then either complete the [online Application Form](#), print out your own copy of the application form (pdf) or request a hard copy from Head of Communications, Maidstone Borough Council, London House, 5-11 London Road, Maidstone Kent ME16 8HR 01622 602758 [pr@maidstone.gov.uk](mailto:pr@maidstone.gov.uk)

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

- your unique Licence number; and
- confirmation of the start date of your Licence.

You will receive confirmation of these details by return and at the latest within five working days.

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#### 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.

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## 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 in our e-mail/letter acknowledgment.

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## 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. This includes featuring the Material on websites that can be accessed via the world-wide web 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 an End-User Licence. This will normally allow users and subscribers to download the material to screen and printer 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.

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## 8. Period

This Licence is for the period five years from the date of your Application.

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## 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 us on 01622 602758 or [pr@maidstone.gov.uk](mailto:pr@maidstone.gov.uk) 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.

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## 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.

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## 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. This is [available on our website](#) or please e-mail us at [pr@maidstone.gov.uk](mailto:pr@maidstone.gov.uk) or telephone 01622 602758 and we will send you details.

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## 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:

©Maidstone Borough Council. Material is reproduced with the permission of Maidstone Borough Council.

- 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, 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 organisations;
  - send us, if we ask for it, a copy of your standard End-user Licence
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### 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.

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### 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 e-mail.

14.2 You have the right to end the Licence at any time by e-mail or in writing.

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### 15. Assignment

This Licence may not be assigned.

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## 16. 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.

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## 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

### **Application Form for Licence for Re-Use of Public Sector Information**

#### **Part 1 – Personal Details**

Your name:

Postal Address :

Organisation you represent  
(if any):

Position in this  
Organisation (optional):

Your email address:

Telephone number where  
we can contact you during  
UK working hours:

The date you have entered on this form will be used to process your application for a Licence. Your personal details will be kept electronically (and in hard copy) for the Licence period plus one year for administrative and/or statistical purposes and will only be used in accordance with the Council's registration under the Data Protection Act 1998.

#### **Part 2 – About the Material**

Full description of the  
material to be covered  
by this Licence:

Please be as specific as you can. If you want to use contact from our website, give the full web address (URL):

Short description of your intended use of the material:

If you intend to use the material on a website, please include the address of your site. Give the full web address (URL):

### **Part 3 – Your Agreement**

[  ] I have read the terms of the Standard Licence and agree to abide by those terms and conditions.