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Annex 1

Amateur Radio Call Book Licence (PS 1)

PSI Licence 1

Licence to re-use Public Sector Information

1. Introduction

- 1.1. This Licence sets out how you may reuse the Material produced by The Office of Communications (“Ofcom”).
- 1.2. This Licence is an offer of licence terms and conditions from Ofcom. This Licence explains:
 - which Material is covered by the Licence; and
 - how the licensing arrangements will operate.

2. Purpose and scope of this Licence

- 2.1. The main purpose of this Licence is set out how you may re-use the Material.
- 2.2. This Licence does not cover information which is exempt from disclosure to the public under Freedom of Information legislation (Freedom of Information Act 2000).

3. Definitions

- 3.1. In this Licence, the terms below have the following meanings:

Application:	your application for a licence to re-use the Material.
End-user Licence:	a licence issued by publishers of electronic products and publications setting out the terms of use to End-users.
Intellectual Property Rights:	includes copyright, patents, database rights and rights in trade marks, designs, know-how, domain names and confidential information (whether registered or unregistered); applications for, and the right to apply for, registration for any of these rights; and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;
Licence:	this offer of terms, the completed Application and Annex A.
Material:	as detailed at Annex A.
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:	Ofcom
You, your:	the person, organisation or company who has made the Application.

4. How can I obtain a Licence?

- 4.1. Please read the terms and conditions of this Licence first. Then either complete the Application in Section 2 or request a copy from *The Office of Communications, Information Requests, 2a Southwark Bridge Road, London SE1 9HA*.
- 4.2. Once we have received, responded to and accepted your Application, you will receive the following details from us:
 - your unique Licence number; and
 - confirmation of the start date of your Licence.
- 4.3. We may list the names and addresses of all licence holders on our website because we want:
 - to be open and transparent about who has a licence; and
 - to help applicants, particularly those from large organisations, to check whether they already have a licence.
- 4.4. We will not use this information for marketing or publicity purposes. If you are a private individual, please let us know whether you **do not** wish to have your details listed.

5. Material covered by this Licence

- 5.1. Ofcom retains all Intellectual Property Rights in the Material however so arising. The Material may only be re-used under this Licence for the purposes described at paragraph 6 under the terms of this Licence.

6. How the Material may be re-used

In this Licence, to *re-use* means the following non-exclusive rights throughout the world:

- 6.1. publishing the Material in any medium for the purposes of providing a callbook. 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;
- 6.2. authorising users and subscribers, who use your electronic or digital products to access the Material by means of an End-user Licence. Such End-user Licence will only 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;
- 6.3. translating the Material from the English into other languages provided that the translations are accurate and made by a competent translator;
- 6.4. copying the Material for non-commercial research or private study;
- 6.5. converting the Material to braille and other formats for people who are visually impaired;
- 6.6. copying of the Material by libraries;
- 6.7. copying of the Material for the purposes of news reporting. This includes broadcasting on radio and television; and/or
- 6.8. photocopying or scanning the Material from an Official Source.

7. Period

- 7.1. This Licence is for the period one year from the date on which we confirm that we have accepted your Application.

8. Obtaining the Material

- 8.1. In most cases, you will be able to reproduce the Material from the Official Source as long as you do not 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.

- 8.2. We may be able to supply the Material in alternative formats, such as digital. Please contact us at Information.Requests@ofcom.org.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.

9. Charging

- 9.1. Subject to paragraph 8.2 above, you can reproduce the Material covered by this Licence direct from an Official Source without any charge.

10. Our obligations

- 10.1. We aim to:

- confirm receipt of the Application promptly;
- quickly put right any difficulties or answer any queries which you may have;
- handle all applications in a way that is fair and consistent;
- give you details of any changes to this Licence.

- 10.2. If you are dissatisfied with the way in which we have dealt with your Application, you can make a formal complaint. We will deal with it by following our complaints procedure. You can find this on our website at <https://www.ofcom.org.uk/about-ofcom/contact-us/complaints-about-ofcom> or please e-mail us at Information.Requests@ofcom.org.uk and we will send you details.

11. Your obligations

- 11.1. 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:
 - © Material is reproduced with the permission of Ofcom;
 - not disclose the Material to any third party otherwise than under this Licence;
 - 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;
- agree to indemnify Ofcom on demand against all losses, costs (including reasonable legal costs), damages, fines, charges, expenses or other liabilities incurred by Ofcom and arising from or incurred by reason of any claim or action brought against Ofcom by third parties under this Licence and the provision of the Material to you;
- 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;
- not use the Material in ways which are knowingly or potentially libellous or slanderous of individuals, companies or organisations; and
- send us, if we ask for it, a copy of your standard End-user Licence.

12. Data Protection

- 12.1. In this Condition 12, references to **Personal Data, Data Processor, process** (and any derivatives thereof) shall have the meaning given to those terms in the UK Data Protection Act 1998.

- 12.2. You shall:

- 12.2.1. Only undertake processing of Personal Data to the extent reasonably required to enable you to reproduce the Material for the purposes described at paragraph 6 above, and shall not further process Personal Data in a manner that is incompatible with these purposes;
- 12.2.2. Otherwise, not disclose Personal Data to any third parties other than:
(a) your employees, agents and permitted subcontractors; or

(b) to the extent required by any applicable laws, enactments, regulations which are in force.

- 12.3. You shall give written notice to Ofcom of any requirement to disclose Personal Data under condition 12.2.2 above promptly after becoming aware of that requirement.
- 12.4. Ofcom may request a detailed written description of the technical and organisational measures employed by you for the processing of Personal Data. On receipt of a request, which must include a description of Ofcom's reasonable requirements, you shall deliver a written report to Ofcom in sufficient detail to enable Ofcom to determine whether or not any applicable Personal Data is being or has been processed in compliance with the Data Protection Act.
- 12.5. You may not transfer any Personal Data outside the European Economic Area without the prior written consent of Ofcom.

13. Changes to the terms of this Licence

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

15. Assignment

- 15.1. This Licence may not be assigned.

16. Disclaimer

- 16.1. Your use of the Material under this Licence is entirely at your own risk. While every effort is made to ensure that the information provided to you is accurate, no guarantees for the currency or accuracy of information are made.
- 16.2. The Material and related services is provided 'as is'. It is provided without any representation or endorsement made and without warranty of any kind, whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 16.3. Ofcom does not accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using the Material provided by Ofcom.
- 16.4. In no event will Ofcom be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use of loss of use of, data or profits arising out of or in connection with the use of information provided by Ofcom.

17. Rights of Third Parties

- 17.1. It is not intended that this Licence, either expressly or by implication, confers any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

18. Governing law

- 18.1. This Licence is made under the laws of England and Wales and comes under the exclusive jurisdiction of the courts of England and Wales.