

# COPYRIGHT LICENCE 19684

## 1. People Involved

- 'Us' The United Kingdom Hydrographic Office (UKHO) of Admiralty Way, Taunton, Somerset, TA1 2DN, United Kingdom, for and on behalf of the Secretary of State for Defence and exercising the authority given by the Controller of Her Majesty's Stationery Office.
- 'You' Jim Scott of , Forth Yacht Clubs Association, 2 Roseburn Cliff, Edinburgh EH12 6AL. Where you have given both your personal name and the name of the organisation you represent then you agree that this licence is between your organisation and us.

## 2. Definitions

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- b. 'reproduced material' The material you produce because of this agreement.

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Product name:  
UKHO Leith Tides 2020

Product purpose:  
Provision of Leith Tide data for 2019 & 2020 to the 24 member clubs of the FYCA (Forth Yacht Clubs Association) in pdf file format. The Tide data may be displayed on club notice boards and may be incorporated into club handbooks for free issue to members. Tide data will also be displayed on the FYCA web site in image format.

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- h. You will not use our name or the name of our products and services in your advertisements without our permission, in writing.
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  - or
  - ii. archive the copyright material so that it can be retrieved for auditing purposes. You may not use the archived material for any other purpose without getting our permission, in writing.
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- b. You agree that you (including your staff or any other person or organisation who works for you) will only use the copyright material for the purpose we have allowed. You will make sure that your staff, or any other person or organisation who works for you, also agree to this restriction.
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## 7. Fees

- a. We are not charging you for this licence because you are publishing the reproduced material in promotional literature, magazines, newspapers, calendars or other publications that are published periodically, but the reproduced material:
  - i. only contains tidal information up to the following limits:
    - a. one port for up to one year; or
    - b. ten ports for up to one month; or
    - c. any number of ports for up to one week;
  - ii. only contains astronomical and calendrical data, including sunrise/sunset and moonrise/moonset, (taken from HM Nautical Almanac Office Astronomical Information Sheets) for up to the current year and the next four years;
  - iii. only covers images that in total cover up to 600cm<sup>2</sup> in any one edition of the reproduced material;
  - iv. only contains text up to 600 words; and
  - v. only contains extracts from Admiralty Notices to Mariners that in total cover up to a maximum of three pages at A4 size and are not customised to individual user
  - vi. You will tell us as soon as possible (in writing) if the reasons we are not charging you for this agreement are not true anymore.

### b. Ending the agreement

- a. Except as shown below, either one of us can end this agreement by writing to the other if the other one breaks the agreement. If it is possible to correct the break, you or we will give the other 30 days from the date of the letter to correct it.
- b. We can end this agreement by writing to you at any time if the reasons we are not charging you for this agreement are not true anymore. If we end the agreement because of this, we will offer you a new agreement but you may have to pay us for this agreement.
- c. If either one of us ends this agreement (for any reason), this will not affect the other one's rights and liabilities that exist up to the date the agreement ends.

### c. Promises

- a. We confirm that we can give you this licence.
- b. You take full responsibility for using and reproducing the copyright material to make the reproduced material.
- c. You will pay us for any damage we suffer during this agreement or for 12 years after this agreement ends because:
  - i. you break this agreement;
  - ii. you, illegally or without our permission, supply other people or organisations with the copyright material or the reproduced material and they use or reproduce it, unless you have tried hard to tell others of the restrictions in this agreement and you have tried hard to make sure that they cannot use or reproduce it illegally or without our permission;
  - iii. you have made changes to the copyright material when you make the reproduced material.

**d. General**

- a. You will try hard to tell anyone that uses the reproduced material of any condition in this agreement that could apply to them.
- b. You will not transfer your rights or responsibilities to another person or organisation without our permission, in writing. We can transfer or contract out our rights and responsibilities but we will tell you in writing if we do.
- c. If any part of this agreement is found to be illegal or cannot be enforced, the rest of the agreement will not be affected.
- d. No right is granted to any person who is not part of this agreement in their own right and the people involved in this agreement confirm that they have no intention of granting anyone this.
- e. This agreement replaces all other written or spoken agreements and working arrangements between us that are for the same or similar purposes to this agreement.
- f. You will tell us if you change your name, address or anything else that could affect this agreement within 10 working days of the change.
- g. Either one of us may suspend the other's responsibilities for a limited period if we both agree to it in writing. If either one of us decides not to take action against the other if they break the agreement, this will not prevent either one of us from taking action for any future break of the agreement (whether the break is the same or different).
- h. We may amend this agreement if we give you three months' notice in writing. Or, we may amend this agreement at any time if you agree to it.
- i. This agreement will be governed by English law and any disagreements will only be dealt with in the English courts.