



Driver & Vehicle
Standards
Agency

Crown copyright licence agreement

{Name of Licensee}

{Date}

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Section 1

We explain what some of the words in this agreement mean

When you enter into a Crown copyright licence agreement with DVSA, it is important that you understand what everyone's responsibilities are. So we have tried to use simple language wherever possible.

However, as this is a legal document, we have had to use some words and phrases which may not be so easy to understand. We have listed these words in the table below, along with their simple definition.

Whenever you see a word or phrase written in bold you will find it in this table. And, if you are reading this onscreen, you will be able to follow links from the word or phrase to its definition here. (We have done this only once when a word or phrase appears several times on a page.)

Accounting date	There are four accounting dates in a year. They are: <ol style="list-style-type: none">1. 31 March2. 30 June3. 30 September; and4. 31 December.
Accounting period	The period of three months beginning from an accounting date, then up to and including the date before the following accounting date. The four periods are: <ol style="list-style-type: none">1. from 31 December until 30 March2. from 31 March until 29 June3. from 30 June until 29 September; and4. from 30 September until 30 December.
Artwork	The designs for your product . This includes, but is not limited to: <ul style="list-style-type: none">• book, CD ROM and DVD ROM covers• website screenshots• mobile phone application screenshots• samples of question layouts; and• publicity material.
Audit	An official inspection of your accounts.
Base lending rate	The interest rate that a central bank (like the Bank of England) charges to lend money to commercial banks.
Breach of contract	When either DVSA or the licensee breaks one or more terms of the licence agreement (or contract).
Case study	A scenario and five related theory test questions .
Certified statement	A statement you need to send to us on every accounting date. It should show:

	<ul style="list-style-type: none"> the number of products you sold in the three months period up to that accounting date; and the royalty you need to pay DVSA for that period. <p>You must sign the statement to assure us it is a true record.</p>
Confidential information	Commercial, financial or technical information. This includes, but is not limited to, the contents of the licensed material .
Contract variation	A change in the terms and conditions from when the contract was originally signed.
Crown copyright	Material covered by copyright law, which has been created by anyone working in government. This includes ministers, civil servants and anyone working for a government agency.
Disclose (or disclosure)	To make new or secret information known.
Financial year	In the United Kingdom, the financial year runs from 1 April to 31 March
Fit and proper person	Someone who is not likely to breach the terms and conditions of this licence agreement. We will base our opinion on any knowledge we have, or discover, about a licensee or potential licensee.
Hazard perception clips	Film clips used for practising the hazard perception part of the theory test. We can provide video clips, and also clips created by computer generated imagery (CGI), under the terms of this licence agreement. You can find out the cost of the clips here on GOV.UK .
Infringement	Breaking the terms of a contract or law.
Knowledge and understanding text	The text you must publish alongside each theory test question , to help readers understand what that question is about. We will give you this text along with the questions.
Legal action	Take out a lawsuit or prosecution to protect a right, or to put right an injustice.
Liable (or liability)	Being legally responsible for something.
Licence agreement	A licence granted by DVSA for the use of our licensed material in your product.
Licensed material	The DVSA content we have allowed you to reuse. This is listed in section 5. It does not include any other content in any form from official DVSA products.
Licensee	The person who has been named in and signed the licence agreement .
Licensee's group	Any other companies within the licensee's company.
Methodology	A system of methods used in a particular area of study or activity.
Negligence	Failure to take proper care over something.

Net sales revenue	The income you have earned from sales of the product , after you have deducted tax.
Non-exclusive licence	This kind of licence agreement is not exclusive to you. We also allow other licensees to reuse our material in this way.
Official versions	The versions of the material that we publish in partnership with our official publisher.
Pass off	Use another company's identity, branding or style to make your product look like theirs.
Product	What you are going to produce, including the licensed material . For example, a book, an app, or a website. All your products are listed in section 5.
Questions	The official theory test revision questions, answers and knowledge and understanding text we are allowing you to reuse.
Research or education	Using licensed material in a product designed to discover or gather information for analysis. For example, as part of a PhD thesis, or a study carried out by a university. Also for use in teaching people with a not-for-profit product.
Royalty	The money you must pay DVSA for reuse of the licensed material. This is based on your net sales revenue from sale of the product. We explain how to calculate this in section 4.
Spent conviction	A conviction which, under the terms of Rehabilitation of Offenders Act 1974, can be ignored after a certain amount of time. The amount of time depends on the sentence you were given, not on the offence.
Sub-contract	Employ a firm or person outside your company to do work as part of the larger project.
Termination	Ending your licence agreement before the 3 years are up. This may be because of a breach of contract . You could also choose to terminate the agreement for another reason.
Terms and conditions	The rules and arrangements for this licence agreement.
Third party	An organisation or person who is not part of the licence agreement.
Unfair competition	Doing something to harm another person's business.
VAT	Value added tax. This is charged at the UK rate of 20%.
Voluntary arrangement	Making an arrangement to pay off your debts through regular, agreed payments to a person or company you owe money to.
Waiver	The act of voluntarily giving up rights or privileges.

Section 2

Your Crown copyright licence agreement: the basics

2.1 Our details

Your Crown copyright licence agreement is with the Secretary of State for Transport, represented by the Driver and Vehicle Standards Agency (DVSA).

We are DVSA, and our contact details are:

David Burgess (intellectual property manager)
DVSA
Berkeley House
Croydon Street
Bristol
BS5 0DA

Telephone: 07976 789472

Email: Crowncopyright@DVSA.gov.uk

2.2 Your details

You are the **licensee**, and your contact details are:

{Name of Licensee}
{Address 1}
{Address 2}
{Address 3}
{Town/City}
{County}
{Postcode}

Telephone:

Email:

2.3 The dates of this agreement

The start date of this agreement is {Date of draft}.

The end date will be {3 years on from draft}, unless either you or we decide to end it sooner.

2.4 Why do we allow you to reuse our content?

DVSA's vision is 'helping you stay safe on Britain's roads'. We hope to achieve this by making sure that we have safer drivers, safer vehicles and safer journeys for all.

Part of this is making sure that everyone experiences a lifetime of safe driving. So we publish the **official versions** of the learning materials, which contain all the information drivers and riders will need.

We also allow **licensees** (like you) to use our learning materials content. We do this to reach as wide an audience as possible - giving all drivers and riders everything they need to learn and understand driving theory.

We allow you to reuse our content under the **terms and conditions** of this **Crown copyright licence agreement**. We also follow the principles set out by the .

By allowing you to reuse our content in the ways we have set out in this agreement, together we will contribute to making people safer on our roads.

You can read DVSA's 5 year strategy ['Helping you stay safe on Britain's roads: 2017 until 2022'](#) on GOV.UK.

2.5 The basic terms and conditions of your licence agreement

In **section 3** we have set out all of the terms and conditions for this agreement in detail. It is very important that you read and understand them; they include everything you need to know about what you (and we) must do to make this agreement work.

However, to make the terms and conditions easier to understand, this is a shorter version of what you must know and do. (We have included a reference to where you can find more detail about each of these terms and conditions in section 3).

2.5.1 This is a **non-exclusive** licence to reuse DVSA's material. You may not transfer it to another person without our written permission (3.1.1).

2.5.2 You may use the licence for **research or education** purposes, on the condition that you share your findings with us as soon as they are published (3.1.3).

2.5.3 You must reuse this content in the ways we tell you (3.2).

2.5.4 You must include a statement in your **product**, saying that you are using DVSA material with our permission. And you must not use the word 'official' to describe your product (3.4.2a and b).

- 2.5.5 You must set out the **licenced material** in the way we ask. Evidence tells us that using this presentation gives people the best chance to learn and understand the content (3.4.2c).
- 2.5.6 If you include your own **questions** or **case studies**, or create your own **hazard perception clips**, you must make it clear that this is not DVSA's material (3.2.6 and 3.2.7).
- 2.5.7 You must wait for DVSA to approve your product's **artwork** before you can start to market or sell it (3.4.1).
- 2.5.8 You must make sure that your **product** does not copy the DVSA style. And you must not mislead people into thinking that your product is the **official version** (3.4.3).
- 2.5.9 You must pay DVSA a **royalty** on your **net sales**. This is usually 13% +**VAT**, but it may vary (3.5.1 and **section 4**).
- 2.5.10 You must send us a **certified statement** of your sales at the end of March, June, September and December, showing the royalty you will pay DVSA (3.5.3).
- 2.5.11 We will send you a bill for your royalty payment. You must pay your royalties within 30 days of receiving this bill (3.5.5).
- 2.5.12 We may end this agreement sooner than the end date at 2.2 if you do anything to break the **terms and conditions** of this agreement 3.10.1).
- 2.5.13 You may end this agreement at any time. But you must tell us about this in writing at least 30 days before you want the agreement to end (3.10.2).

Section 3

Your licence agreement terms and conditions in detail

3.1 Your licence agreement

- 3.1.1 This is a **non-exclusive licence** to use and reproduce our **licenced material** in your **product**. You may market, sell and distribute your product worldwide under the terms of this licence agreement.
- 3.1.2 This licence agreement is personal to you. You may not transfer it to another person unless they are a member of your **licensee's group**. You must ask DVSA for written permission before doing this.
- 3.1.3 You may use the licenced material for **research and education** purposes under these conditions.
- You understand that DVSA does not approve or endorse the research or education you are involved in.
 - You share the research results or educational results with us as soon as you publish them.
 - DVSA can reuse and reproduce the final research results or educational results, and the **methodology** you used.
- 3.1.4 Even if one or more of the terms of this agreement do not apply to you and your business, the rest of the terms will still apply.

3.2 Using the licensed material

- 3.2.1 You must use the licenced material in your product according to the terms of this licence agreement. The agreement:
- includes all of the terms and conditions for the agreement between you and DVSA; and
 - overrides any earlier promises or arrangements made between us.
- 3.2.2 You must not allow your product to be manufactured, marketed, distributed or sold in any way which:
- is unsuitable or inappropriate
 - causes any **unfair competition**
 - would, or might, damage DVSA's reputation; or
 - is damaging to the licenced material.
- 3.2.3 You must not share the **licensed material** with anyone outside of your **licensee's group**.

- 3.2.4 You must not use the licenced material to advertise or promote a particular product or service, which implies that DVSA endorses it.
- 3.2.5 We occasionally update the licenced material. When we do this we will share the updates with you in the following June or December – whichever comes first.
- 3.2.6 If you write your own **questions, case studies** or **knowledge and understanding text**, you must make it clear that this material is yours, and not DVSA's. You must not imply that DVSA endorses any material you have created yourself.
- 3.2.7 If you create your own **hazard perception clips** you must make it clear that this material is yours, and not DVSA's. You must not imply that DVSA endorses any material you have created yourself.

3.3. Producing and supplying your product

- 3.3.1 You may **sub-contract** any of these processes for your product:

- a) manufacture
- b) marketing
- c) distribution; and
- d) sale.

These processes can take place anywhere in the world, but you must make sure that the contractor does not put you in **breach of contract**. You will be responsible for any breach of contract caused by your sub-contractors.

- 3.3.2 We may ask you to send us samples of your product from time to time. When we see it, we may ask you to change the product or its packaging.
- 3.3.3 We may ask to inspect your workplace during usual business hours. You must give us full and free access to where your product is produced and/ or stored.
- 3.3.4 You must regularly inspect your product for quality control purposes. You must keep accurate records of these inspections, and share them with us when we ask to see them.
- 3.3.5 You must make every effort to sell your product, unless you are using the licenced material for research or education.
- 3.3.6 You must tell us if you stop making your product, or if it goes permanently out of print.

3.4 Your product's artwork

- 3.4.1 You must send us your draft artwork for approval before you can publish or reproduce your product. This includes packaging and promotional materials.

3.4.2 You must make sure that your **artwork** meets these conditions, as a minimum.

a) You include this **Crown copyright** acknowledgement on the **product**:

“The Driver and Vehicle Standards Agency (DVSA) has given permission for the reproduction of Crown copyright material. DVSA does not accept responsibility for the accuracy of the reproduction.”

b) Where a product contains **questions**, you must include this statement.

“This product includes the Driver and Vehicle Standards Agency (DVSA) revision question bank.”

You must not say that the product contains the ‘live’ or ‘official’ theory test questions. Also, you must not say that these are the questions we actually ask candidates in the theory test.

c) Where a product contains questions, you must:

- include the **knowledge and understanding text** alongside the questions; and
- publish the correct answers to the questions in a separate place to the questions themselves. For example, at the back of a book or on a different webpage.

3.4.3 You must not **pass off** your product as the DVSA **official version** by copying its style and appearance. You must not:

- a) display the DVSA logo on your product
- b) suggest that DVSA endorses or approves your product; or
- c) mislead the public with the contents of your product.

3.4.4 You must send us your final artwork, along with a pre-production sample. This must be at least 15 days before you start manufacturing your product, or before your digital product goes live.

3.4.5 Within 10 days of receiving your artwork we will:

- a) clear the artwork; or
- b) reject the artwork, giving our reasons for doing so. We will then give you a chance to put things right.

3.4.6 If you have more than one product, the artwork must be approved individually for each. Approval for one product does not mean approval for all.

3.4.7 You must not begin commercial production, publishing or printing of any **product** until DVSA has approved its **artwork**.

3.4.7 DVSA is not responsible for the reproduction of **licenced material** in any

products, even after we have approved it.

- 3.4.9 If you decide to change any of your product's **artwork**, you must ask for DVSA's approval of the new artwork.

3.5 Paying royalties to DVSA

- 3.5.1 You must pay DVSA a royalty on the **net sales** of your product. (We explain how to calculate the royalty in **section 4**.)

- 3.5.2 You must calculate the royalty on each **accounting date**, including all sales of the product during the **accounting period** leading up to the accounting date.

- 3.5.3 You must send us a **certified statement** of your sales and the royalty payment due, within 30 days of each accounting date.

You must show on the statement how you calculated the royalty. If you did not sell any of your product, you must send a statement showing that.

The certified statement must be accurate and signed by:

- a) your director
- b) your auditor; or
- c) your finance manager.

- 3.5.4 We will send you a bill for the royalty payment within 30 days of receiving your statement.

- 3.5.5 You must pay us the royalty within 30 days of receiving the bill.

- 3.5.6 DVSA will charge **VAT** on the royalty if it is appropriate. For example, if you operate from outside the UK, you will not have to pay VAT.

3.6 Your accounts and records

- 3.6.1 If you sell your product in the seven days leading up to an accounting date, you must include that sale in your certified statement. This applies even if you have not yet been paid for that sale.

- 3.6.2 If you do not pay your royalty by the date it is due, we will charge you interest on the amount. This charge will be from the date you should have paid the royalty until the date you actually pay it.

The rate of interest will be 2.5% above the Bank of England **base lending rate** on the date you should have paid your royalty.

- 3.6.3 You should keep records of your products. They should include all the information DVSA would need to be able to check the accuracy of your **certified statements**. This includes:

- a) how many **products** you have produced and sold
- b) how many products you have disposed of; and
- c) the price of your products.

You must allow DVSA to look at these records, and make copies of them, at any time during normal business hours.

- 3.6.4 Be prepared for DVSA to **audit** your records and accounts from time to time. We will pay audit costs, unless we find that you have underpaid your royalties by 2% or more in any **financial year**. If that is the case, then you must pay the audit costs.
- 3.6.5 If we find an under-payment when we audit, you must add the balance of what you owe DVSA to your next certified statement. If we find an over-payment, you must deduct this from your next certified statement.

3.7 What to do if you find that someone is breaking the terms of this agreement (infringement**)**

- 3.7.1 You must tell us immediately about any infringement by someone outside of your group (a **third party**.)
- 3.7.2 You must tell us immediately if any third party claims that the **licenced material** infringes their rights. You must not admit to any of these claims, but allow DVSA to deal with them.
- 3.7.3 We may take **legal action** if either 3.7.1 or 3.7.2 happen. You must help us in this legal action (within reason), but we will pay all legal costs.

3.8 Confidentiality

- 3.8.1 You and DVSA will keep secret all **confidential information** gained from a third party. You must not use confidential information in any way that is not relevant to this agreement.
- 3.8.2 You may only **disclose** confidential information to a third party's:
 - a) directors
 - b) employees
 - c) consultants
 - d) suppliers
 - e) contractors; and
 - f) professional advisors.

They must first show that they need the **confidential information** to do their job. They must also sign a document saying that they will keep the information confidential.

3.8.3 The conditions at 3.8.1 and 3.8.2 do not apply to confidential information when you can show that:

- a) it was in your written records before it was shared under this **licence agreement**
- b) it was already openly available, but not **disclosed** by you or by any other person authorised to share the information
- c) it was disclosed by a third party which was independently allowed to share the information; or
- d) you had to disclose the confidential information by law.

3.9 The length of your agreement

3.9.1 This agreement will last for three years. It begins on the start date and will finish on the end date at 2.3 on page 6. However, if we **terminate** the contract it may not run for the three years.

3.9.2 If your licence does run for three years, you may apply to DVSA for a new licence when that time is up. We will decide whether or not to renew your licence.

3.10 Terminating your licence agreement

3.10.1 DVSA may immediately terminate your licence agreement in writing if any of these things happen.

- a) You do not pay your **royalties** within 30 days of the due date.
- b) You **breach any of the conditions** at 3.2, 3.3 or 3.4.
- c) You produce and/or sell a **product** containing material belonging to DVSA which is not listed in **section 5**.
- d) In our opinion, you have behaved in a way likely to damage our reputation. Or, in our opinion, you do anything against the aims and values of DVSA, the Department for Transport or the government.
This applies to all actions and behaviour, whether they relate this licence agreement or not.
- e) You do not put right any breach of terms of this agreement, where it is possible to do so. DVSA will tell you in writing of any breach, and we will explain how you can put things right. We will give you 30 days to do this. This does not apply to outstanding royalty payments.
- f) You breach any terms of the agreement where it is not possible to put things right.
- g) DVSA considers you unable to pay your debts or if you apply to the courts to become bankrupt. You can read about this in [section 123 or section 268 of the Insolvency Act 1986](#)
- h) You make a **voluntary arrangement** with DVSA.

- i) If you are in any circumstance which is not listed above, but which puts you in a similar position. For example, if you are in a foreign country and the legal situation is slightly different.

3.10.2 You may **terminate** this **licence agreement**. You must tell us about your intention to do this in writing, at least 30 days before you want to terminate the agreement. If you terminate the agreement you must still pay us any **royalties** due on the sales of your **product**.

3.10.3 You must be a **fit and proper person** to hold a Crown copyright licence agreement. If we discover that you are no longer a fit and proper person we will decide whether or not to terminate your licence agreement. We will take into account any **spent convictions**.

3.11 What will happen after your licence agreement is terminated?

3.11.1 For whatever reason your licence agreement is terminated, this is what will happen.

- a) You may no longer use the **licenced material**. You must remove all of your products containing licenced material from circulation and sale in any format.
- b) You must immediately delete all DVSA licenced material from your systems. You must also return any material containing the licenced material to us (for example, our **hazard perception clip** DVD ROMS).
- c) You will have no right to produce, sell or give away for free any existing copies of your product.

3.11.2 If we terminate your agreement, yours or DVSA's rights (which are not governed by the agreement) are not affected in any way.

3.11.3 If we terminate your licence agreement you may not reapply for a licence for 12 months from the date of termination. We will then consider the reasons for the termination and may refuse your new application.

3.12 Our promises and liabilities

3.12.1 We promise you that:

- a) DVSA has full power to make this agreement
- b) we will do what we have agreed to do under the **terms and conditions**;
and
- (b) the Crown is the owner of the licensed material (see **Crown copyright**).

3.12.2 DVSA is not **liable** if your actions (or the actions of anyone acting on your behalf) result in legal action, expenses, losses or damage to anyone or their property, resulting from:

- (a) **infringements** of the licensed material

- (b) **breach** of any part of this agreement
- (c) **negligence**, mistake or fault; or
- (d) breach of law, duty or responsibility

3.12.3 You must agree that any liability relating to the production of goods applies to you, and not to DVSA.

3.12.4 DVSA does not promise or guarantee that the **licensed material** is suitable for any particular purpose.

3.12.5 DVSA will not be liable to you for any:

- (a) loss of profits or income
- (b) loss of business or contracts
- (c) loss of expected savings
- (d) losses caused by a loss of data; or
- (e) losses caused by anything other than a breach of contract.

3.12.6 You will not be liable to DVSA for any:

- (a) loss of business or contracts; or
- (b) losses caused by anything other than a breach of contract.

3.13 Changing your **licence agreement**

3.13.1 If you would like to change your licence agreement, please tell us in writing what you would like to do. This could include:

- a) changing your **product**
- b) adding to your product list at **section 5**; or
- c) removing products from the list at section 5.

3.13.2 DVSA will decide on whether the change is acceptable. If it is, we will make a **contract variation**. The updated contract must then be re-signed by you and DVSA.

3.13.3 You must wait for us to approve any new or changed product's **artwork** before you may start to manufacture, market or sell it.

3.14 Giving you an opportunity to put things right (waiver**)**

3.14.1 If you do anything in **breach of contract**, we may consider giving you a chance to put things right, rather than immediately taking action. This is called a waiver.

3.14.2 DVSA will not repeatedly waive breaches of contract, and we will consider each case individually.

3.15 Your licence agreement and the law

- 3.15.1 Your licence agreement will be governed according to the laws of England.
- 3.15.2 You must keep to the laws around reusing the **licenced material**. You can read about these laws on GOV.UK (<https://www.gov.uk/using-somebody-elses-intellectual-property/copyright>).
- 3.15.3 You must also obey all laws relating to health and safety, the environment and any other legal requirements.
- 3.15.4 If you are reusing the licenced material outside of the UK, you must keep within the laws of the relevant country or territory.

3.16 Communication between you and DVSA

- 3.16.1 If we have to contact you, or you have to contact us, it should be by email or post. This is so that we have a record of our communications.
- 3.16.2 If we communicate over the phone, then we will follow up any conversation with a letter or email to confirm what we talked about.
- 3.16.3 If we have to send you anything in the post, we will send it by recorded delivery so we know that you have received it.
- 3.16.4 At DVSA we do not work at weekends or on public holidays, so you will be unable to contact us at these times.

3.17 We are here to help

This licence agreement includes all the information we need to make sure your **product** meets our standards, and to cover all the legal points.

If there is anything in this document you do not understand, or you would like more information, please contact our intellectual property manager, David Burgess.

Telephone: 07976 789472

Email: Crowncopyright@DVSA.gov.uk

Section 4

Calculating your **royalty** payments

4.1 Normal royalty rate

The normal rate for royalties is 13% of **net sales** of each **product** you sell. You must pay this if your product is made up of 50% or more of the **licensed material**.

For example, if you sell £500 worth of one product during an **accounting period**:

$$13\% \text{ of } £500 = £65$$

If your business is based in the UK, we will charge you **VAT** of 20% on your royalty, so:

$$(20\% \text{ of } £65) = £13 + £65 = £78$$

So, the total payment to DVSA, including VAT, would be **£78**.

4.2 Who pays VAT?

If you are based in the UK, you must pay 20% VAT on your royalty. Businesses based abroad do not have to pay VAT.

4.3 Lesser royalty rate

If your product contains less than 50% of the licenced material, you can use this formula to calculate the royalty.

$$(13\% \text{ of net sales}) \times \text{percentage of your product which is licenced material.}$$

For example, if only 20% of your product is licenced material and you sell £500 worth of the product during an accounting period, this is how you should calculate it.

$$\begin{aligned} 13\% \text{ of } £500 &= £65 \\ 20\% \text{ of } £65 &= £13 \end{aligned}$$

If your business is based in the UK, you should then add 20% VAT:

$$(20\% \text{ of } £13) = £2.60 + £13 = £15.60$$

So, the total payment to DVSA, including VAT, would be **£15.60**.

Section 5

Your product

5.1 You may only:

- a) produce and sell the products listed at 5.2; and
- b) use the **licensed material** listed at 5.3.

If you would like to add to or change your product, please read the information at 3.13.

5.2 The format of your product(s): **web-based application**
The name of your product(s): **{Name of Product}**

5.3 You may use this licenced material in your product(s):

- a) **The revision theory test question bank for car drivers***
- b) **The revision theory test Questions bank for LGV/PCV drivers***
- c) **The revision theory test Questions bank for motorcyclists***
- d) **The revision theory test Questions banks for ADI's***
- e) **10 X hazard perception clips in CGI.***

**Delete as applicable*

Section 6

Signing the agreement

By signing this part of the document, you and DVSA agree to all of the terms and conditions that we have set out.

6.1 Your signature

Signed by.....

Date.....

Your name in block capitals.....

Your job title

The name of your company.....

If your company is a limited company with two or more directors, and your business requires it, all directors should sign this.

6.2

DVSA representative's signature (on behalf of the Secretary of State for Transport)

Signed by.....

Date.....

Your name in block capitals.....

Your job title