

Product Licence Schedule

Pre-Charge Bail Product

Ref. no.: PL-G-102

Version: 3.0

Date: March 2023

Product Licence Schedule: Pre-Charge Bail Product

1. Introduction

- 1.1 This product licence schedule forms part of the College of Policing's (the 'Licensor's') consolidated licence. It articulates the terms and conditions which relate specifically to this Product but **must** be read in conjunction with the consolidated licence. A copy of the consolidated licence can be found at: <https://www.college.police.uk/career-learning/licensed-products>.
- 1.2 A list of all the Licensor's licensed products (and licence fees for organisations who are not a Home Office Police Force) as well as Product Licence Schedules for each Product is published [online](#) (excluding any police sensitive products). Licensees are also able to refer to our online Licensed Product and Licensees Register to check whether their organisation has a consolidated licence and which products they are licensed to use/deliver at: <https://www.college.police.uk/about/licensing-products>.
- 1.3 The College's work is organised into four portfolios and its people are organised into professional communities and business units (enabling services). Responsibility for this Product (the 'Pre-Charge Bail Product') sits within the Licensor's Engagement and Implementation professional community.
- 1.4 For enquires regarding this Product please contact: Libby Potten, Standards and Policy Lead, Policing Standards Manager – Criminal Justice, College of Policing Ltd. Email: Libby.Potten@college.police.uk.
- 1.5 For enquiries about licensing please contact the Copyright and Licensing team at: Copyright&Licensing@college.police.uk.

2. Background

- 2.1 The Policing and Crime Act 2017 was introduced to address concerns that individuals were being kept on pre-charge bail for long periods. This introduced the presumption against pre-charge bail, unless necessary and proportionate, as well as stricter controls on bail periods and raised authority levels.
- 2.2 The Police, Crime, Sentencing and Courts Act 2022 (PCSC) has been introduced to rebalance the use of pre-charge bail. It removes the presumption against bail, replacing it with a neutral position to encourage the use of pre-charge bail where it is necessary and proportionate in all of the circumstances of the case. It amends the levels of authority and changes the duration of the applicable bail periods (ABPs), including extending the initial ABP to three months in standard cases. To provide further protection for victims, the

PCSC introduces a duty to seek the views of victims when imposing or varying bail conditions. It provides for a three-hour pause to the detention clock so that arrests for breach of bail conditions, or failing to answer bail, do not negatively affect the original Police and Criminal Evidence Act 1984 (PACE) clock.

3. Licensed Purpose

3.1 Subject to the licence terms, this Licence enables the Licensee to deliver the Product to the Permitted Audience.

4. Licensed Resources (as updated from time to time)

4.1 Pre-Charge Bail Product resource course codes:

- COP_DS_O_194_EL_001_03_00
- COP_DS_414_O_AN_001_02_00.

5. Access to Licensed Resources

5.1 The licensed resources can be accessed on College Learn (the Licensor's online learning management system) provided by the Digital, Data & Technology (DDaT) team.

5.2 Alternatively, where the Licensee is not a Home Office Police Force and does not have corporate access to College Learn, the Licensee:

- may, provided they have the technical capability to access College Learn, be granted up to four College Learn accounts for the Licensee's Managers/Trainers/ Practitioners to access the licensed resources under their Licence. The Licensee should provide the names, job titles and official email addresses of its staff requiring access via the Permission Request Form; or
- where they do not have the technical capability to access College Learn and where appropriate, they can request the resources directly from the Licensor (see section 1.4 for contact details).

6. Government Security Classifications (GSC)

6.1 The licensed resource in this Product is classified as OFFICIAL under the Government Security Classifications and is to be handled accordingly.

7. Proprietary Information and Security

7.1 The licensed resources in this Product are designated as Confidential Information and must be treated as confidential and safeguarded accordingly (consolidated licence clause

5 refers). For the avoidance of doubt, this includes but is not limited to the uploading of tactics or curriculum materials to corporate or personal websites, social media, or other social platforms, or making available at events or open days.

8. Product enquiries and requests for disclosure under the Freedom of Information Act (FOIA) and Criminal Procedures and Investigations Act (CPIA)

- 8.1 All enquiries relating to this Product must be referred to the Licensor promptly.
- 8.2 Licensees who are subject to requests for disclosure under FOIA or CPIA are required to consult the Licensor before disclosing any of the Licensor's Products which are either classified as OFFICIAL-SENSITIVE or above under the GSC or contain police tactics and must use all reasonable endeavours to secure exemptions from disclosure.

9. Licence Term

- 9.1 The licence term for this Product ends on 31 March 2024.

10. Licence Fees

- 10.1 There is no licence fee for Home Office Police Forces to use this Product.
- 10.2 An annual licence fee of £564 applies from 1 April 2023 to 31 March 2024 to Licensees who are not Home Office Police Forces.
- 10.3 Any support required by the Licensee to use/deliver this Product will be charged at a daily rate to be agreed by both parties.

11. Use in Licensee's Own Products

- 11.1 The Licensee is permitted to use or incorporate this Product, in whole or in part, in their own product(s) provided their product is only used for the original Licensed Purpose and Permitted Audience, and contains the following attribution: 'Contains © College of Policing Ltd - reproduced under licence'.

12. Use of Licensor's Logo

- 12.1 The Licensee may use the College of Policing logo in association with their use of this Product in accordance with the Licensor's brand identity manual.
- 12.2 Permission to use the logo is not transferable to other parties and the logo may not be used in a manner which might imply that the Licensee's product(s) are endorsed by the Licensor as meeting any standard. Example of acceptable wording is, 'Courses are

delivered in accordance with the College of Policing's licensed learning standards and materials'.

- 12.3 Use of the logo must not reduce or diminish the reputation, image and prestige of the Licensor.
- 12.4 Permission to use the logo may be withdrawn at the Licensor's absolute discretion and with immediate effect when written notice is served by post, email or in person.

13. Permitted Audience

- 13.1 Where the Licensee is a Home Office Police Force, the Product may be used to provide training to its Internal Staff and also to other Home Office Police Forces personnel.
- 13.2 Where the Licensee is not a Home Office Police Force, the Product shall only be used to provide training to its Internal Staff on a non-commercial basis, except as expressly authorised under the Licence.
- 13.3 Licensees must obtain prior written approval from the Licensor to extend the Permitted Audience, whether on a commercial or non-commercial basis by submitting a [Permission Request Form](#).

14. Commercial Use

- 14.1 Where the Licensee is a Home Office Police Force, the Licensee is permitted to cross-charge other Home Office Police Forces up to Full Cost for the delivery of services utilising the Product to the Permitted Audience.
- 14.2 Where the Licensee is not a Home Office Police Force, the Product shall only be used to provide training to its Internal Staff on a non-commercial basis.
- 14.3 Except as permitted above this Product shall not be used to generate income without the Licensor's prior written permission.

15. Sharing/Outsourcing

- 15.1 Except as permitted in this Licence this Product shall not be shared with third parties without the Licensor's prior written permission.

16. Adapting/Modifying

- 16.1 This Product (excluding e-learning and any other digital content produced by the Licensor including videos, audio files, games, animations) may be marginally adapted for local contextualisation purposes thereby creating a local version of the Licensor's Product.
- 16.2 Where the Product has been marginally adapted Licensees may continue to use the Licensor's logo/branding (and add their own logo if they choose) but shall mark the new materials as being modified from the Licensor's original materials and acknowledge that these materials are not accredited by the Licensor.
- 16.3 Modified versions of the Product shall only be used for the original Licensed Purpose and Permitted Audience.
- 16.4 The Licensor does not accept responsibility for any modifications or any change to the meaning of the Product as a result of any modification.
- 16.5 Licensees shall not re-purpose or make changes (except contextualisation changes as described in clause 16.1) to the Product without the Licensor's prior written approval.

17. Product Improvements

- 17.1 Where the Licensee identifies any product improvements, including areas where the licensed resources are out-of-date or incorrect, these should be told to and shared with the Licensor (see section 1.4 for contact details).

18. Supplementary Materials

- 18.1 Any additional materials created or used by the Licensee to supplement the Product cannot be validated or endorsed by the Licensor.

19. Permission Requests

- 19.1 Licensees shall request permission to use this Product outside these licence terms by submitting a [Permission Request Form](#) to the Copyright and Licensing team at: Copyright&Licensing@college.police.uk, at least 14 days before contract and/or commencement.

20. Territory

- 20.1 Where the Licensee is a Home Office Police Force, this Product shall only be used within England and Wales. For the avoidance of doubt, this excludes the States of Guernsey, Jersey and the Isle of Man.
- 20.2 Where the Licensee is not a Home Office Police Force, this Product shall only be used within the Licensee's Official Business Premises.

21. Trainer Standards

- 21.1 Licensees delivering this Product shall ensure all their trainers meet the Police Sector Standards for Training of Trainers/Instructors/Presenters, as appropriate. The standards can be found on the Licensor's [Training Essentials Programme \(TEP\) webpage](#), under the 'Additional documents' title in the Key Details table.

22. Police Service Quality Management System (PSQMS)

- 22.1 The PSQMS is the Licensor's online software application used to manage quality assurance in line with the national policing curriculum. Where the Licensee is required to undertake a self-assessment to demonstrate to the Licensor that it meets the required standards set by the Licensor, the Licensor hereby grants the Licensee a licence to access and use the PSQMS solely for this purpose.
- 22.2 Guidance materials to support the use of the PSQMS and Terms of Use can be obtained from: PSQMS.Enquiries@college.police.uk.
- 22.3 The PSQMS is hosted on the secure police CJX system via: <https://psqms.college.police.uk>.

23. Delivery Standards and Assurance

- 23.1 The learning standards for the Product are defined in the national policing curriculum (NPC). The national policing curriculum is supported by a wide range of management and trainer resources, including where appropriate programme specifications and trainer guides. Licensees shall ensure they are using the latest versions of these documents. These are accessible from College Learn: <https://www.learn.college.police.uk>.
- 23.2 Where the Licensee is a Home Office Police Force, Licensees shall monitor their use or delivery of the Product in line with the requirements of the Police Service Quality Assurance (PSQA) Scheme. Further information on the Scheme can be obtained from: PSQA.Enquiries@college.police.uk.

- 23.3 A copy of the Police Service Quality Assurance (PSQA) Scheme handbook is accessible from College Learn: <https://www.learn.college.police.uk>.
- 23.4 Where the Licensee is not a Home Office Police Force, the Licensee may either monitor their use or delivery of the Product in line with the requirements of the Police Service Quality Assurance (PSQA) Scheme or apply their own quality assurance process to ensure the integrity of the Product and any delivery requirements specified in this Licence. Licensees may be required to evidence their quality assurance processes on receipt of a request for such from the Licensor or an authorised representative.
- 23.5 The Licensor may require Licensees to participate in national PSQA audits. If this Product is selected for auditing, the Licensee shall co-operate with the Licensor in conducting the auditing exercise and undertakes to ensure that its staff comply with its obligations under this clause.
- 23.6 Use or delivery of the Product shall be in accordance with the relevant programme handbook or programme specification. For the avoidance of doubt, this Licence shall take precedence over the handbook and any supplementary guidance documents.
- 23.7 In accordance with consolidated licence clause 4.1.9 the Licensor has access at all reasonable times to oversee the Licensee's use of the Product to ensure compliance of the current delivery standards and licence terms.
- 23.8 Licensees shall provide the Licensor with any licence related management information (including but not limited to the number of courses delivered and/or number of Learners/users of the Product) that the Licensor determines is appropriate for the purpose of monitoring activity under the licence, as required under the product licence or on request.