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Charity Licence

# Terms and Conditions

## 1 Definitions Used In These Terms

### "Affiliate":

a company which is to be licensed under these Terms and is (i) a franchisee of the Licensee, (ii) a holding company of the Licensee, or (iii) a subsidiary of any such holding company of the Licensee;

### "Article(s)":

an article (whether in paper or digital format) in an NLA Publication or on an NLA Publisher Website, including without limitation: (i) articles, artistic works or other items or (ii) a copy of the whole or part (including the headline) of such an article or other item;

### "Client":

(i) if the Licensee is a PRC, a third party to whom the Licensee provides public relations services;  
(ii) if the Licensee is a Professional Partnership, a client of the partnership;  
(iii) if the Licensee is a TPA, a member of the TPA;

### "Client User":

an employee of a Client;

### "Commencement Date":

the commencement date specified in the notice from the NLA to the Licensee following submission of the Licence Details, such notice to confirm the start date for the licence under these Terms;

### "Digital Article(s)":

an Article in a digital format excluding Web Media Monitoring Material;

### "Digital Copy":

a digital copy of a single Article made as a result of undertaking any of the Permitted Acts set out in clauses 3-7 and/or received from an MMO, PRC, TPA or Professional Partnership;

### "Frequent":

(in relation to the carrying out of Permitted Acts) systematically repeated, with a view to distributing Article(s) to a pre-determined set of recipients;

### "Indemnity Fee":

the fee payable in respect of past copying, as declared in the Licence Details and determined in accordance with the applicable Price List(s) which is/ are current at the time the fee is calculated;

### "Internal Use":

use by Staff for internal communication purposes (excluding for the avoidance of doubt and without limitation use for external publicity or advertising purposes);

### "Licence Details":

the details completed by the Licensee when entering into or renewing these Terms, including in the licence application form, and any other relevant information in relation to the Licensed Parties' Permitted Acts in relation to Articles;

### "Licensed Party(ies)":

the Licensee and any Affiliates;

### "Licensee":

the licensed entity as described in the most recently provided Licence Details;

### "Licence Fee":

the applicable fee for the Permitted Acts payable from the Commencement Date in respect of ongoing copying, as determined in accordance with the applicable Price List(s);

### "Licence Period":

the Licence Period as specified in the most recently provided Licence Details;

### "MMO":

any one or more media monitoring organisation(s) (for example, press cuttings agency and/or web aggregator service);

### "NLA":

NLA media access Limited registered in England and Wales under Company Number 3003569;

### "NLA Publication":

a hard copy publication included in NLA licences from time to time details of which can be found at [www.nlamediaaccess.com](http://www.nlamediaaccess.com);

### "NLA Publisher Website":

each of the websites included in NLA licences from time to time details of which can be found at [www.nlamediaaccess.com](http://www.nlamediaaccess.com);

### "Occasional":

(in relation to the carrying out of Permitted Acts) on an ad hoc basis and not for distribution to a pre-determined set of recipients;

### "Paper Article(s)":

Article(s) in paper format from NLA Publications and/or NLA Publisher Websites;

### "Permitted Act":

any of the individual acts set out in these Terms as applicable depending on the extent of licence opted for by the Licensee in the Licence Details;

### "Permitted User":

an employee of the Licensee or an Affiliate, or an independent contractor or consultant engaged by the Licensee or an Affiliate authorised to receive Digital Article(s) and/or Web Media Monitoring Materials;

### "PRC":

a public relations agency or consultancy which has identified itself as such in the Licence Details;

### "Price Lists":

the list(s) of the NLA's prices from time to time in force which are applicable to the Permitted Acts which the Licensee has opted to be licensed as set out in the most recently provided Licence Details, copies of which are available from [www.nlamediaaccess.com](http://www.nlamediaaccess.com);

### "Professional Partnership":

a partnership comprised of partners who are members of a professional body;

### "Renewal Date":

the date on which a new Licence Period is to commence;

### "Staff":

(i) employees of the Licensee and any Affiliates, (ii) partners and directors of the Licensee and any Affiliates;

### "Terms":

these NLA Business Licence Terms, the Licence Details, all applicable Price List(s), and any and all other documents referred to in any of these documents;

### "TPA":

an association representing the members and interests of a particular trade or profession which has identified itself as such in the Licence Details;

### Web Media Monitoring Material":

a hyperlink to an Article on an NLA Publisher Website with (if any) (i) accompanying text extract, relating to the Article and (ii) associated metadata relating to the Article (including without limitation bylines, website name and word count), all as supplied to the Licensed Parties and/or their Permitted Users by an MMO;

### "WMM Permitted Acts":

the acts permitted under clause 6 (if applicable).

## 2. THE RIGHTS GRANTED

Subject to the Licensee complying with its obligations and the limitations set out herein, the NLA hereby grants the Licensed Parties a non-exclusive licence to carry out the Permitted Acts set out in clause 3 below, together with such of the Permitted Acts set out in clauses 4, 5, 6 and/ or 7, as the Licensee has opted to include in its Licence as set out in the Licence Details.

## 3. PERMITTED ACTS: BASIC LICENCE (ALL LICENSEES)

In consideration of the payment of the Basic Licence Fee as set out in the Price Lists the NLA grants the Licensed Parties the non-exclusive rights to:

- 3.1. do the following for the purpose of Internal Use on an Occasional basis:
  - 3.1.1. make photocopies of Paper Article(s);
  - 3.1.2. fax Paper Article(s);
  - 3.1.3. scan Article(s) from NLA Publications and print out and scan Articles from NLA Publisher Websites (other than those marked "ND" in the details of NLA Publications/ NLA Publisher Websites at [www.nlamediaaccess.com](http://www.nlamediaaccess.com));
  - 3.1.4. print a single hard copy of a Digital Article (but not to make further copies of that hard copy); and
  - 3.1.5. electronically copy and paste Digital Article(s) and/or (if the Licensee has purchased the WMM Extension) Web Media Monitoring Material into an e-mail or other document

and/or make such e-mail or other document available to Staff;

- 3.2. for the purpose of Internal Use, systematically self-source and make Articles from NLA Publisher Websites available to Staff on a Frequent basis (which rights for the avoidance of doubt exclude where Web Media Monitoring Material is received from a MMO as provided in the WMM Extension);
- 3.3. if the Licensee is a Professional Partnership it may, on an Occasional basis, provide copies of Articles to its clients.
- 3.4. provide one copy of Article(s) to the Licensee's media evaluation advisor, solely for the purposes of that advisor providing media evaluation advice.

#### **4. PERMITTED ACTS: FREQUENT PAPER COPYING EXTENSION**

If the Licensee opts in the Licence Details to purchase the Frequent Paper Copying Extension, then in consideration of the payment of the Frequent Paper Copying Extension Fee as set out in the Price List(s) the NLA grants the Licensed Parties the additional rights to:

- 4.1 do the following for the purpose of Internal Use on a Frequent Basis:
  - 4.1.1. make photocopies of Paper Article(s);
  - 4.1.2. fax Paper Article(s); and
  - 4.1.3. print copies of Digital Article(s) and/or (if the Licensee has purchased the WMM Extension) Web Media Monitoring Material, save that the Licensee must obtain the prior written consent of the NLA to photocopy and/or fax and / or print more than 250 copies of any single Paper Article.

#### **5. PERMITTED ACTS: FREQUENT DIGITAL COPYING EXTENSION**

If the Licensee opts in the Licence Details to purchase the Frequent Digital Copying Extension, then in consideration of the payment of a Frequent Digital Copying Extension Fee as set out in the Price List(s) the NLA grants Staff or Permitted Users (as applicable) of the Licensed Parties the additional rights to:

- 5.1 do the following for the purpose of Internal Use on a Frequent Basis:
  - 5.1.1. scan in Article(s) from NLA Publications and NLA Publisher Websites (other than those marked "ND" on the Publication List);
  - 5.1.2. electronically copy and paste Digital Article(s) and/or (if the Licensee has purchased the WMM Extension) Web Media Monitoring Material into an e-mail or other document and/or make such an e-mail or other document available to Staff; and
  - 5.1.3. receive, open and view e-mails containing Digital Article(s) (or e-mail attachments comprising Digital Article(s)); and
- 5.2. provide one copy of any Digital Article(s) to the Licensee's media evaluation advisor, solely for the purposes of that advisor providing media evaluation advice.

#### **6. PERMITTED ACTS: WMM EXTENSION**

If the Licensee opts in the Licence Details to purchase the WMM Extension, then in consideration of payment of the WMM Fee as set out in the WMM Price List the NLA grants the Licensed Parties the additional rights:

- 6.1. for each of its Permitted Users to do the following for the purpose of Internal Use:
  - 6.1.1. receive Web Media Monitoring Material from the MMO;
  - 6.1.2. retrieve and display each Article displayed on an NLA Publisher Website on screen; and
  - 6.1.3. make one paper copy of each Article displayed on an NLA Publisher Website.

#### **7. PERMITTED ACTS: PRC'S TPA'S CLIENT COPYING EXTENSION**

- 7.1 If the Licensee is a PRC or a TPA, in consideration of the Client Copying Fee as set out in the PR Price List, the NLA grants the Licensee the non-exclusive rights to provide Paper Copies and / or Digital Copies and / or Web Media Monitoring Material (as applicable according to the rights licensed to the PRC or TPA) to Client User(s), and for such Client User(s) to receive, and (to the extent relevant) open, retrieve and/or display on screen such Articles for the purpose of Internal Use.
- 7.2 The Licensee shall once a year provide to the NLA the company name of the Clients to whom it is supplying copies of Articles.

#### **8. LIMITATIONS TO THE PERMITTED ACTS**

The Licensee:

- 8.1. acknowledges that these Terms do not permit it (nor any Affiliate, Staff member or Permitted User) to create a library or archive of Articles;
- 8.2. acknowledges and agrees that the Permitted Acts set out in these Terms do not permit the creation of summaries of Article(s);
- 8.3. acknowledges that these Terms only permit it to carry out the Permitted Acts in its and any Affiliates' premises in the United Kingdom (including the Channel Islands and the Isle of Man) and those countries in relation to which the NLA has not licensed a third party to collect copyright licence fees on its behalf (see [www.nlamediaaccess.com](http://www.nlamediaaccess.com) for a list of such territories);
- 8.4. (if it is a PRC, TPA or Professional Partnership), acknowledges that any Client or Client User to which it makes Articles available must obtain a licence directly from the

NLA or the relevant publishers of the Articles if it wishes to undertake acts which are not expressly licensed by these Terms and would otherwise constitute an infringement under any applicable law.

#### **9. AFFILIATES**

If the Licensee has elected to include any Affiliates under these Terms the Licensee acknowledges and agrees:

- 9.1. that the obligations in these Terms will apply to its Affiliates as if they were the Licensee;
- 9.2. to be responsible for ensuring that its Affiliates observe these Terms;
- 9.3. that it will be liable for any breach of these Terms by or caused by any Affiliates; and
- 9.4. that any such breach will also constitute a breach of these Terms by the Licensee.

#### **10. GENERAL OBLIGATIONS OF THE LICENSEE**

- 10.1. The Licensee agrees:
  - 10.1.1. to make (and warrants that it has made) accurate and true statements in submitting and updating Licence Details, and in otherwise providing information to the NLA;
  - 10.1.2. to pay the Licence Fee in accordance with clause 11;
  - 10.1.3. to pay the Indemnity Fee in accordance with clause 11 (unless the Licensee establishes that the indemnity is not required because there has been no unlicensed past copying);
  - 10.1.2 if the Licence Details provided by the Licensee become (or are about to become) inaccurate, to (prior to the Renewal Date of the licence) inform the NLA, and submit revised Licence Details. The NLA will then invoice the Licensee for any additional fees which may be due;
  - 10.1.4. (if any of the Licensed Parties undertake Frequent copying), on its own behalf and on behalf of its Affiliates, to supply such details of the extent and nature of its copying as may reasonably be requested by the NLA;
  - 10.1.5. to use reasonable endeavours to ensure that the Permitted Acts are only undertaken for the purposes set out in the relevant clause describing those Permitted Acts;
  - 10.1.6. to the extent applicable, not to exceed the maximum number of Permitted Users specified in the Licence Details;
  - 10.1.7. to notify Staff of, and use reasonable endeavours to ensure their compliance with, these Terms;
  - 10.1.8. to use reasonable endeavours to ensure that each Article made available as part of the regular clippings service of any of the Licensed Parties includes the notice: "NLA licensed copy. No further copies may be made except under licence";
  - 10.1.9. to monitor the levels and methods of copying by the Licensed Parties;
  - 10.1.10. that neither the Licensed Parties nor any of their Staff nor Permitted Users shall acquire any intellectual property rights in any Article(s), NLA Publications, NLA Publisher Websites, nor any Web Media Monitoring Material;
  - 10.1.11. to notify the NLA promptly of any infringement of copyright in the NLA Publications and/or NLA Publisher Websites (or any part of them) of which any of the Licensed Parties become aware;
  - 10.1.12. to comply promptly with the NLA's reasonable requests for information and/or documents, should the NLA have reasonable grounds for suspecting that the Licensee is in breach of these Terms;
  - 10.1.13. that the NLA shall not incur any liability to any of the Licensed Parties in respect of any harm or offence which may be caused by the use by any of the Licensed Parties of the content of any NLA Publication or NLA Publisher Website; and
  - 10.1.14. the rights and obligations in the terms and conditions of each NLA Publisher Website will apply to any and all use of the content of such website by any of the Licensed Parties (or their Staff or Permitted Users), except to the extent expressly extended by these Terms.

#### **11. FEES, PAYMENT AND RENEWAL**

- 11.1. The Licence Fee and the Indemnity Fee are:
  - 11.1.1. payable by the Licensee, together with any VAT (or other tax) due, upon notification by the NLA to Licensee that its licence has been granted;
  - 11.1.2. calculated in accordance with the relevant sections of the applicable Price List(s).
- 11.2. The NLA will contact the Licensee approximately 10 weeks before the Renewal Date, and will (i) invite the Licensee to update its Licence Details, and (ii) provide (or provide access to) the NLA terms applicable as at the Renewal Date. The NLA will then submit a renewal invoice for the fee and VAT due.
- 11.3. In the event that the Licensee does not, prior to the Renewal Date, terminate these Terms nor notify the NLA that it wishes to renew them for a period longer than 12 months, these Terms shall be automatically renewed for a further period of 12 months starting from the Renewal Date on the version of these Terms applicable at the time.
- 11.4. On renewal, the Licence Fee payable will be based upon (i) the most up-to-date Licence Details held by the NLA at the time, (ii) the applicable current Price List(s) at the time, and (iii) (to the extent necessary) the NLA's reasonable assumptions as to the extent of the Licensee's Permitted Acts in relation to Articles.
- 11.5. Invoices issued by the NLA for all fees are payable within 30 days from the date of the invoice. The NLA is entitled to interest upon overdue amounts at a rate of 4% above the Bank of England base rate.

- 11.6. The Licensee must provide the NLA with any purchase order number it wishes to appear on its invoice on completion of the Licence Details or prior to the Renewal Date as applicable. The Licensee shall not be entitled to reject any invoice in the event it fails to provide the NLA with the purchase order number in accordance with the provisions of this clause.
- 11.7. For Licensees who have opted in the Licence Details to take a licence in respect of the WMM Permitted Acts, the NLA may by agreement with the Licensee's MMO agree that the Licensee makes the payment due in respect of the WMM Permitted Acts licence through such MMO where the Licensee has requested this in submitting its Licence Details. The NLA may at any time by notice to the Licensee terminate such fee arrangement in respect of future Licence Fees. In the event that the Licensee has failed to make any such payment through its MMO, the NLA reserves the right to require such payment to be made direct to the NLA.
- 11.8. The NLA reserves the right to revise the Licence Fee in every calendar year.

## 12. TERM AND TERMINATION

- 12.1. These Terms shall run for the initial period selected in the Licence Details from the Commencement Date subject always to clause 12.2 and renewal under clause 11.3.
- 12.2. Either party may terminate these Terms: by 1 month's written notice given to the other. Provided all sums due from the Licensee have been paid, the NLA will reimburse the Licensee with any unused proportion of the Licence Fee attributable to the period after termination has become effective on a pro rata basis.
- 12.3. The NLA may terminate these Terms:
- 12.3.1. with immediate effect if any of the Licensed Parties, Staff or Permitted Users commits or causes any material breach of any provision of these Terms and (in the case of a remedial breach only) remains in breach 14 days after receiving notice to remedy such breach; or
- 12.3.2. with immediate effect if the Licensee becomes insolvent, goes into a voluntary liquidation, is wound up, or suffers any event similar to (or which is a local equivalent in the Licensee's jurisdiction of) the foregoing; in the event of such termination by the NLA, no refund shall be due to the Licensee.

## 13. LIABILITY AND INDEMNITY

- 13.1. Subject to the Licensee paying the Indemnity Fee, the NLA agrees to indemnify the Licensed Parties against any damages (other than damages for special, indirect or consequential loss) and/or reasonable legal costs incurred resulting from any claim by a third party against any of the Licensed Parties that the third party's intellectual property rights have been infringed as a direct result of acts equivalent to the Permitted Acts undertaken by any of the Licensed Parties before the Commencement Date which were covered by the NLA licensing scheme in force at the time when the copying was undertaken.
- 13.2. Provided the Licensee complies with these Terms, the NLA agrees to indemnify the Licensed Parties against any damages (other than damages for special, indirect or consequential loss) and/or reasonable legal costs incurred by any Licensed Parties resulting from any claim by a third party against any of the Licensed Parties that the third party's intellectual property rights have been infringed as a direct result of the Licensed Party having undertaken Permitted Acts in accordance with these Terms.
- 13.3. The indemnities in clauses 13.1 and 13.2 are subject to (i) the Licensee invoking them by giving the NLA notice within fourteen (14) days of becoming aware of any claim which may be recoverable under those sub-clauses, and (ii) the Licensed Parties making no admission as to liability nor agreeing to any settlement nor compromise of any such claim without prior written consent of the NLA. The NLA or the publisher(s) of the material subject to such claim will be entitled in the relevant Licensed Party's name to conduct the defence of the claim and to compromise it as in the NLA's (or the relevant publisher's) discretion it sees fit.

## 14. GENERAL

- 14.1. The NLA (and its Staff) shall not in the performance of its obligations under these Terms engage in any conduct which constitutes an offence under the Bribery Act 2010 (and any amending legislation).
- 14.2. The NLA may on the expiry of 7 days' notice suspend the Licensee's rights under these Terms if (i) the NLA has reason to believe that the Licensee has materially breached these Terms or the terms of any other agreement with the NLA (or with a publisher of an NLA Publication or an NLA Publisher Website), or (ii) any Licensed Party, any Permitted User or any Staff are using any Articles in material breach of these Terms.
- 14.3. The NLA warrants that it is authorised by the publishers of the NLA Publications and the NLA Publisher Websites to make the grant of rights set out in clause 2.
- 14.4. The Licensee warrants to the NLA that in entering into these Terms it has not relied on any warranty, representation or undertaking, save as expressly set out in these Terms.
- 14.5. These Terms shall be deemed to complement and extend the rights of the Licensee under the Copyright Designs and Patents Act 1988 and the Copyright (Visually Impaired Persons) Act 2002 and nothing in these Terms shall constitute a waiver of any statutory rights held by the Licensee from time to time under these Acts or any amending legislation.
- 14.6. Neither the Licensed Parties nor any Staff nor Permitted User may assign, sublicense nor otherwise transfer all or any part of their rights or obligations granted under these Terms without the prior written consent of the NLA.
- 14.7. The NLA may assign the benefit of this agreement and may delegate any of its duties under this agreement.

- 14.8. All notices which are required to be given under these Terms will be in writing.
- 14.9. The rights and remedies provided by these Terms may be waived only expressly in writing. Any failure to exercise or any delay in exercising a right or remedy by the NLA in enforcing any breach of these Terms shall have no effect in relation to any later breach.
- 14.10. The NLA may update these Terms from time to time. The revised Terms will be applicable following any renewal under clause 11. If the NLA wishes to make effective any changes to the Terms prior to renewal, it may do so by notifying the Licensee via the email address or mail address provided in the Licence Details. If the Licensee does not wish to accept the new Terms it should no longer exercise the rights under these Terms and contact the NLA for a pro-rata return of any remaining Licence Fee. Save as aforesaid, and as provided in clause 11.7, these Terms may not be amended except in writing and signed by the NLA and the Licensee.
- 14.11. The Licensee agrees and acknowledges that the NLA has no control over, or liability (whether under these Terms, in contract, negligence or otherwise) for any service provided to any Licensed Party by an MMO, or for any Web Media Monitoring Material or Article.
- 14.12. No person other than the NLA and the Licensed Parties shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce these Terms. This clause does not affect any right of any person which exists otherwise than under that Act.
- 14.13. In the event of an inconsistency between these NLA Business Licence Terms and the wording of any Price List, these NLA Business Licence Terms shall prevail.
- 14.14. These Terms are governed by the laws of and subject to the jurisdiction of the courts of England and Wales. Cha