

Terms & Conditions

These Terms govern your relationship with the NLA in relation to the receipt and use for commercial purposes of web news material received from media monitoring organisations on a paid-for basis. If you do not agree to these Terms on behalf of the named Licensee please do not complete and submit the Licence Details. If you have any questions on the Terms, please contact www.nla.co.uk. Submission of your details and agreement to these Terms is an offer to be licensed by the NLA. There will be no licence completed unless and until the NLA contacts you to confirm the licence. At the moment that the NLA contacts you to confirm the licence, a contract will be made between you and the NLA under these Terms.

1. Definitions Used In These Terms

"Affiliate"	means another company which is (i) a franchisee or subsidiary of the Licensee, or (ii) another subsidiary of a holding company of the Licensee, or holding company of the Licensee;
"Article"	means an article, report or other item on an NLA Publisher Website;
"Commencement Date"	means the date set out 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;
"Data Protection Legislation"	means all applicable laws and regulations relating to the processing of personal data and/or privacy;
"Licensee"	means the organisation detailed in Section 1 of the Licence Details;
"Licence Details"	means the details completed by Licensee when entering into these Terms;
"Licence Fee"	means the fee payable annually by the Licensee in respect of the rights granted under these Terms;
"Media Monitoring Material"	means a hyperlink to an Article 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 Licensee and/or its Permitted Users by an MMO;
"MMO"	means any one or more media monitoring organisation(s) (for example, press cuttings agency and/or web aggregator service) or other entity with whom the Licensee has entered into an arrangement under which the organisation(s) will provide Media Monitoring Materials to the Licensee as permitted by these Terms;
"NLA"	NLA media access Limited
"NLA Publisher Website"	means any of the websites (including but not limited to newspaper websites) participating in the scheme operated by the NLA from time to time, a list of which is set out on the Website List;
"Permitted User"	means an employee of the Licensee or an Affiliate, or an independent contractor or consultant engaged by the Licensee or an Affiliate authorised to receive Media Monitoring Materials;
"Price List"	means the list of the NLA's prices from time to time in force applicable to these Terms which is available at www.nla.co.uk ;
"Privacy Policy"	means the NLA's applicable privacy policy, a copy of which is available at www.nla.co.uk ;
"Terms"	means the terms of this licence together with the associated Licence Details and any documents to which they expressly refer;
"Website List"	means each of the websites hosted on the URLs listed on the NLA website list, a copy of which is available at www.nla.co.uk .

2. NLA Licence

- 2.1. The NLA grants the Licensee a non-exclusive worldwide licence for each of its Permitted Users to do the following for the Licensee's internal commercial purposes:
 - a. receive Media Monitoring Materials from the MMO;
 - b. retrieve and display each Article on screen; and
 - c. make one paper copy of each Article.
- 2.2. The NLA grants the Licensee a non-exclusive worldwide licence to do the following:
 - a. provide one copy of any Media Monitoring Material to the Licensee's NLA approved media evaluation advisor, solely for the purposes of that advisor providing media evaluation advice to the Licensee; and
 - b. if the Licensee is a public relations consultancy or a trade or professional association, the additional right to undertake any of the acts listed in clause 2.1 for the purposes set out in clause 7.
- 2.3. The rights granted to the Licensee and Permitted Users under these Terms cannot be transferred, licensed or assigned to any third party without the NLA's prior consent in writing.
- 2.4. Use of any Article other than as set out in this clause 2 is subject to a separate licence from the publisher of the relevant NLA Publisher Website or from the NLA where the use is within the UK, and may require a licence from the NLA, the publisher or another representative body where the use is outside the UK. If Licensee has any questions, please refer to the relevant NLA Publisher Website or to www.nla.co.uk.

3. The Licensee Obligations

- 3.1. The Licensee agrees:
 - a. to pay the Licence Fee to the NLA or, if agreed and set out in the Licence Details, to its MMO;
 - b. that neither it nor any of its Permitted Users shall acquire any intellectual property rights in any Media Monitoring Material or Article;
 - c. that it shall not exceed the maximum number of Permitted Users specified in the Licence Details;
 - d. to make (and agrees that it has made) accurate and true statements in the Licence Details, and in otherwise providing information to the NLA; and
 - e. if (due to the Licensee changing its levels or methods of circulation, or howsoever) the information provided in the application becomes (or is about to become) inaccurate, the Licensee must (i) immediately inform the NLA, and (ii) promptly submit revised Licence Details after which the NLA may invoice the Licensee for any additional fees which are due.
- 3.2. The Licensee acknowledges that, on entering into these Terms, the Licensee and/or its Permitted Users will have to provide personal information, including contact details. If the Licensee wishes the NLA or its business partners to use such personal information to contact the Licensee and/or its Permitted Users in relation to potential marketing opportunities, the Licensee should indicate this by making the appropriate choice in the Licence Details, or by subsequent request in writing to the NLA. In any event, in entering into these Terms, the Licensee grants NLA the right to use such personal details for reporting and account management purposes in accordance with the Privacy Policy. The Licensee shall procure that all such personal details are provided (and can be used by the NLA for the purposes mentioned in this clause) in compliance with Data Protection Legislation, and that any necessary individual consents which may be required are obtained from the relevant individuals.
- 3.3. The rights and obligations in the terms and conditions of each NLA Publisher Website will apply to its use by the Licensee except to the extent expressly extended by these Terms.

4. Reservation of Rights and Indemnity

- 4.1. The NLA may on the expiry of 7 days written notice suspend the Licensee's rights under these Terms if 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 Publisher Website) or the Licensee, any Permitted User or any of the Licensee's employees or agents are using any Articles in material breach of this Agreement.

- 4.2. The NLA may update these Terms from time to time. The revised Terms will be applicable following any renewal under clause 6. If the NLA wishes to make effective any changes to the Terms prior to the Licensee's renewal, it may do so by notifying the Licensee via the email address provided in the Licence Details or by mail to the 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.
- 4.3. Provided that these Terms are complied with by the Licensee, the NLA agrees to indemnify the Licensee and any Affiliates 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 the Licensee or any Affiliates that the third party's intellectual property rights have been infringed as a direct result of the Licensee or any Affiliate having exercised its rights in accordance with these Terms.
- 4.4. The indemnity in clause 4.3 is subject to the Licensee invoking it by giving the NLA written notice within fourteen days of becoming aware of any claim which may be recoverable under that clause and the Licensee not making any admission as to liability or agreeing to any settlement or 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 Licensee's name to conduct the defence of the claim and to compromise it as in the NLA's discretion it sees fit.

5. Term and Termination

- 5.1. The agreement between the NLA and the Licensee made under these Terms shall run for an initial period of 12 months from the Commencement Date subject always to clause 5.2 and renewal under clause 6.
- 5.2. 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 and any refunds due in relation to any reduction in the number of websites participating in the scheme, less an administrative charge of £75 plus VAT.
- 5.3. These Terms shall be effective from the Commencement Date until terminated:
 - a. with immediate effect if the Licensee or any Permitted User commits or causes any 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
 - b. 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.

6. Fees

- 6.1. The Licence Fee is payable by the Licensee, together with any VAT (or other tax) due, upon notification by the NLA to Licensee of its acceptance of the Licence Application. The Licence Fee shall be calculated in accordance with the relevant sections of the Price List.
- 6.2. The NLA will send the Licensee a renewal form (attaching or linking to the NLA terms applicable on renewal) approximately 10 weeks before the expiry of these Terms. The NLA will then submit a renewal invoice for the fee and VAT due.
- 6.3. In the event that the Licensee fails to return the renewal form by the expiry of these Terms, the licence shall be automatically renewed for a further period of 12 months on the NLA terms applicable at the time. In these circumstances, the Licence Fee payable in the renewal invoice will be based upon (i) the details provided by the Licensee in the previous year, (ii) the current Price List at the time, and (iii) reasonable assumptions as to the extent of the Licensee's use of Media Monitoring Material.
- 6.4. Invoices issued by the NLA for all fees are payable within 30 days after issue. The NLA is entitled to interest upon overdue amounts at a rate of 4% above the Bank of England base rate.
- 6.5. The NLA may by agreement with the Licensee's MMO agree that the Licensee makes the payment due under these terms through such MMO where the Licensee has requested such option on the Licence Details. The NLA may at any time by written notice to the Licensee terminate such fee arrangement in respect of future Licence Fees. In the event that the Licensee has not made any such payment through the MMO, the NLA reserves the right to require such payment to be made direct to the NLA.
- 6.6. The NLA reserves the right to revise the Licence Fee no more than once in every calendar year. Any revisions in the Licence fee shall take effect on 1 April of the relevant year.

7. Public Relations Consultancies and Trade or Professional Associations

- 7.1. Clauses 7.2 and 7.3 only apply if the Licensee is a Public Relations Consultancy, or a Trade or Professional Association.
- 7.2. The Licensee may supply the Media Monitoring Material to its clients (in the case of Public Relations Consultancies) or members (in the case of Trade or Professional Associations) subject to these Terms, election of the relevant options on the Licence Details and payment of the applicable fees. Any client of a Public Relations Consultancy or member of a trade or professional association who wishes to further use, where such use would otherwise constitute an infringement under any applicable law, the Media Monitoring Material they receive for their internal commercial purposes will need to obtain a licence directly from the NLA or the publisher of the relevant NLA Website if they are in the UK, and may require a licence from the NLA, the publisher or another representative body if they are outside the UK.
- 7.3. The Licensee must, once a year, on or before the anniversary of the Commencement Date, provide, in respect of each of their clients/ members for whom they make and supply Media Monitoring Material: (i) full name, (ii) addresses (postal and email), (iii) telephone number, (iv) fax number, (v) name of a client contact, and (vi) details of the extent and method of supply of Media Monitoring Material undertaken for that client/member.

8. General

- 8.1. The Licensee agrees and acknowledges that the NLA has no control over, or liability (whether under these Terms, in contract, negligence or otherwise) for the service provided to it by the MMO or for any Media Monitoring Material or Article.
- 8.2. 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.
- 8.3. 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.
- 8.4. All notices which are required to be given under this licence will be in writing.
- 8.5. These Terms set out the full terms of the agreement between the Licensee and the NLA, and may not be amended except in writing and signed by the NLA and the Licensee.
- 8.6. The Licensee agrees, where it elects to include its Affiliates within the scope of this licence:
 - a. that the obligations in these Terms will apply to its Affiliates as if they were the Licensee;
 - b. to be responsible for ensuring that its Affiliates observe these Terms;
 - c. that it will be liable for any breach of these Terms by or caused by any Affiliates; and
 - d. that any such breach will also constitute a breach of these Terms by the Licensee.
- 8.7. No person shall have any rights to enforce these Terms other than the NLA, the Licensee, any Affiliates and (in respect of the rights and restrictions in clause 3.1 and 3.3) each publisher of an NLA Publisher Website.
- 8.8. If any one or more of the provisions of these Terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions is not to be in any way affected or impaired as a result.
- 8.9. This agreement shall be governed by and construed in accordance with English Law. The parties irrevocably agree that the English Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this agreement save that the NLA may at its absolute discretion bring a cause of action in the Licensee's home jurisdiction.