



*Supporting journalism*

# PR Client Service Licence

# PR Client Service Licence Terms and Conditions

This NLA Licence is only available to PR Agencies (as defined below).

If you do not qualify for this Licence please contact NLA to discuss your licensing needs.

## 1 Definitions Used In These Terms

### "Affiliate(s)":

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"

a third party to whom the Licensed Parties provide PR Services;

### "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 and/or received from an MMO;

### "Extended Access Fee"

means the fee payable for the Extended Access Extension;

### "Extended Access Period"

means a period of up to 365 days from the date of publication of the Article in an NLA Publication or on a NLA Publisher Website as long as the Licensee continues to hold the Extended Access Extension;

### "Indemnity Fee"

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

### "Internal Use"

use of Articles for internal communications 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;

### "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 Price List;

### "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;

### "PR Agency"

an organisation whose primary purpose is the provision of PR Services to Clients;

### "Price List"

the list of the NLA's prices from time to time in force which are applicable to this Licence a copy of which is available from [www.nlamediaaccess.com](http://www.nlamediaaccess.com);

### "PR Services"

professional public relations services activities such as the production of information to promote the interests of Clients via the media;

### "Renewal Date"

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

### "Small PR Agency"

means a PR Agency with not more than five (5) Staff;

### "Staff"

(i) employees of the Licensed Parties, (ii) partners and directors of the Licensed Parties;

### "Terms"

these NLA PR Client Service Licence Terms, the Licence Details, the Price List, and any and all other documents referred to in any of these documents;

### "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), as supplied to the Licensed Parties by an MMO.

## 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 below.

## 3. PERMITTED ACTS

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

- 3.1 do the following on an Occasional basis only for the purpose of creating copies of Articles for Clients:
  - 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 hard copies of a Digital Article;
  - 3.1.5 electronically copy and paste Digital Article(s) and/or Web Media Monitoring Material into an e-mail or other document for forwarding to Clients;
- 3.2 provide Paper Articles and / or Digital Copies and / or Web Media Monitoring Material to Client User(s), and for such Client User(s) to receive, and (to the extent relevant) open, retrieve and / or display such Articles on screen only (subject to clause 5.4 below).

- 3.3 to include copies of Articles in powerpoints and hardcopy storyboards prepared for Client pitches (provided such powerpoints and storyboards are not made available to any third party either in hard copy or digital form (including without limitation through the internet) and are not used in any other form of marketing material or advertising material);
- 3.4 receive a copy of Articles otherwise provided to Clients via a media monitoring alerts service and open retrieve and display such Articles on screen only (it being acknowledged that if the Licensed Parties wish to make any further use of such Articles except as set out in this Licence such use is subject to Licensee holding an appropriate licence);
- 3.5 provide one copy of Article(s) to the Licensee's media evaluation advisor, solely for the purposes of that advisor providing media evaluation advice.
- 3.6 subject to payment of the Extended Access Fee:
- 3.6.1 store copies of self-scanned Articles created under the terms of this Licence for the Extended Access Period; and/or
- 3.6.2 subject to the MMO supporting Extended Access, continue to access Digital Copies via the links provided by the MMO for the Extended Access Period; and/ or
- 3.6.3 if the MMO does not yet support Extended Access, store copies of Articles made available by the MMO for the Extended Access Period, for the purpose of Internal Use.  
Provided that the Licensed Parties undertake to delete all copies of Articles from its systems after the Extended Access Period.

#### 4. SMALL PR AGENCY PERMITTED ACTS:

- 4.1 If the Licensee is a Small PR Agency Licensee may in addition to the Permitted Acts set out in clause 3 above do the following for the purposes of Internal Use only:
  - 4.1.1 make photocopies of Paper Article(s);
  - 4.1.2 scan in Article(s) from NLA Publications and NLA Publisher Websites (other than those marked "ND" on the Publication List);
  - 4.1.3 electronically copy and paste Digital Article(s) and/or 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
  - 4.1.4 receive, open and view e-mails containing Digital Article(s) and/or Web Media Monitoring Material (or e-mail attachments comprising Digital Article(s)).

#### 5. LIMITATIONS TO THE PERMITTED ACTS

The Licensee acknowledges:

- 5.1 that unless Licensee has purchased and continues to hold the Extended Access Extension, these Terms do not permit it (nor any Affiliate, Staff or Client) to create a library or archive of Articles (including but not limited to any systematic storing and indexing of Articles);
- 5.2 and agrees that the Permitted Acts set out in these Terms do not permit the creation of summaries of Article(s);
- 5.3 and agrees that (except if Licensee is a Small PR Agency) these Terms do not permit the copying of Articles for the Licensed Parties' own Internal Use;
- 5.4 that these Terms only permit the Licensed Parties to carry out the Permitted Acts in 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);
- 5.5 that any Client to which the Licensed Parties make 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.

#### 6. GENERAL OBLIGATIONS OF THE LICENSEE

- 6.1 The Licensee shall once a year provide to the NLA the company name(s) of the Client(s) to whom it and any Affiliates are supplying copies of Articles it being acknowledged and agreed that NLA reserves the right to contact such Client(s) to confirm such Client's NLA licence requirements (if any).
- 6.2 The Licensee agrees:
  - 6.2.1 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;
  - 6.2.2 to pay the Licence Fee in accordance with clause 7;
  - 6.2.3 to pay the Indemnity Fee in accordance with clause 7 (unless the Licensee establishes that the indemnity is not required because there has been no unlicensed past copying);
  - 6.2.4 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;
  - 6.2.5 to supply such details of the extent and nature of its copying as may reasonably be requested by the NLA;
  - 6.2.6 to use reasonable endeavours to ensure that the Permitted Acts are only undertaken for the purposes describing those Permitted Acts;

- 6.2.7 to notify Affiliates, Staff and Clients of, and use reasonable endeavours to ensure their compliance with, these Terms including that Affiliates, Staff and Clients shall be advised that they must not further reproduce, copy, or distribute Articles either internally (except if Licensee and / or its Client holds an appropriate licence) or to third parties;
- 6.2.8 to use reasonable endeavours to ensure that each Article made available to Clients includes the notice: "NLA licensed copy. No further copies may be made except under licence";
- 6.2.9 that neither the Licensed Parties nor any of their Staff or Clients shall acquire any intellectual property rights in any Article(s), NLA Publications, NLA Publisher Websites, nor any Web Media Monitoring Material;
- 6.2.10 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 it become aware;
- 6.2.11 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;
- 6.2.12 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 of the content of any NLA Publication or NLA Publisher Website; and
- 6.2.13 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 the Licensed Parties, (or their Staff or Clients) except to the extent expressly extended by these Terms.

#### 7. FEES, PAYMENT AND RENEWAL

- 7.1 The Licence Fee and the Indemnity Fee (if any) are:
  - 7.1.1 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;
  - 7.1.2 calculated in accordance with the Price List.
- 7.2 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.
- 7.3 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.
- 7.4 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 current Price List, and (iii) (to the extent necessary) NLA's reasonable assumptions as to the extent of the Licensee's Permitted Acts in relation to Articles.
- 7.5 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.
- 7.6 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.
- 7.7 The NLA reserves the right to revise the Licence Fee in every calendar year.

#### 8. TERM AND TERMINATION

- 8.1 These Terms shall run for the initial period selected in the Licence Details from the Commencement Date subject always to clause 8.2 and renewal under clause 7.3.
- 8.2 Either party may terminate these Terms by 1 month's written notice given to the other to expire on the anniversary of the Commencement Date or the Renewal Date as applicable.
- 8.3 The NLA may terminate these Terms:
  - 8.3.1 with immediate effect if any of the Licensed Parties or any Staff 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
  - 8.3.2 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.

#### 9. LIABILITY AND INDEMNITY

- 9.1 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 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.

- 9.2 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 of the Licensed Parties resulting from any claim by a third party 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.
- 9.3 The indemnities in clauses 9.1 and 9.2 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 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.

## 10. GENERAL

- 10.1 It is acknowledged that the parties hereto may use personal information for the administration of this Licence ('Personal Data'). Each party shall observe the provisions of any relevant data protection legislation including the General Data Protection Regulations in its handling of Personal Data. Details of the Personal Data that NLA may collect and how it may be processed by NLA is set out in the NLA media access Privacy Policy, a copy of which is available from [www.nlamediaaccess.com](http://www.nlamediaaccess.com).
- 10.2 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).
- 10.3 The NLA may on the expiry of 7 days' notice: (i) suspend the Licensee's rights under these Terms if the NLA has reason to believe that any of the Licensed Parties or any Staff have 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) request Licensee to suspend delivery of Articles to a particular Client if NLA has reason to believe that such Client is breaching the publishers' intellectual property rights.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 Neither the Licensed Parties nor any Staff may assign, sublicense nor otherwise transfer all or any part of the rights or obligations granted under these Terms without the prior written consent of the NLA.
- 10.8 The NLA may assign the benefit of this agreement and may delegate any of its duties under this agreement.
- 10.9 All notices which are required to be given under these Terms will be in writing.
- 10.10 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. The NLA may update these Terms from time to time. The revised Terms will be applicable following any renewal under clause 7. 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, these Terms may not be amended except in writing and signed by the NLA and the Licensee.
- 10.11 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.
- 10.12 No person other than the NLA and the Licensee 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.
- 10.13 In the event of an inconsistency between these NLA PR Client Service Licence Terms and the wording of the Price List, these NLA PR Client Service Licence Terms shall prevail.
- 10.14 These Terms are governed by the laws of and subject to the jurisdiction of the courts of England and Wales