



media  
access

*Supporting journalism*

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

### "Affiliates"

a company which the Licensee has included in the Licence Details and which is (i) a subsidiary of the Licensee; (ii) a holding company of the Licensee, or (iii) a subsidiary of any such holding company of the Licensee;

### "Articles"

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;

### "Business Day"

any day other than Saturday, Sunday or a bank holiday in England;

### "Business Hours"

9.00am to 5.00pm Monday to Friday on a day that is not a bank holiday in England;

### "Client"

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

### "Commencement Date"

the commencement date specified in the Licence Details;

### "Digital Articles"

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 a MMO;

### "Extended Access"

the Permitted Acts set out in clause 3.6 of these Terms;

### "Extended Access Fee"

the fee payable for Extended Access, as determined in accordance with the criteria set out in the Price List and the Licence Details;

### "Extended Access Period"

a period of up to 365 days from the date of publication of the Article as long as the Licensee continues to hold Extended Access;

### "General Data Protection Regulation"

the General Data Protection Regulation (EU) 2016/679, as amended and updated from time to time;

### "Indemnity Fee"

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

### "Initial Term"

the initial 12 or 24 month period specified in the Licence Details;

### "Internal Use"

use by Staff for internal communications purposes within the Licensed Party's business, excluding, for the avoidance of doubt (and without limitation), use for any external purpose including publicity or advertising purposes;

### "Licence Details"

the PR Client Services Licence application form and Affiliates appendix completed by the Licensee when entering into these Terms, together with the Renewals Form;

### "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 and the Licence Details;

### "Licensed Parties"

the Licensee and any Affiliates;

### "Licensee"

the licensed entity entering into these Terms, as described in the most recently provided Licence Details;

### "MMO"

any one or more media monitoring organisations (for example, press cuttings agency and/or web aggregator service) or other entity with whom any of the Licensed Parties has entered into an arrangement under which the organisation will provide Web Media Monitoring Materials to such Licensed Party, as permitted by these Terms;

### "NLA"

NLA media access Limited registered in England and Wales under Company Number 3003569 whose registered office is at Mount Pleasant House, Lonsdale Gardens, Tunbridge Wells, Kent TN1 1HJ;

### "NLA Publication"

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

### "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/title-search](http://www.nlamediaaccess.com/title-search);

### "Occasional"

on an ad hoc basis with no repeated or pre-determined structure, set of recipients or pattern, including in respect of frequency (e.g. monthly, weekly, quarterly etc.)

### "Paper Articles"

an Article in paper format;

### "Permitted Act"

any of the individual acts permitted to be undertaken by the Licensed Parties as set out in these Terms, as applicable depending on the extent of the licence opted for by the Licensee in the Licence Details;

### "Publication List"

the list of NLA Publications and NLA Publisher Websites at [www.nlamediaaccess.com/title-search](http://www.nlamediaaccess.com/title-search);

### "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"

(i) the first anniversary of the Commencement Date and every anniversary thereafter as applicable where the Licensee has opted for a 12 month Initial Term; or (ii) the two year anniversary of the Commencement Date and every two year anniversary thereafter as applicable where the Licensee has opted for a 24 month Initial Term;

### "Renewal Period"

a period of 12 months where the Initial Term is 12 months and 24 months where the Initial Term is 24 months;

### "Renewals Form"

the renewals form entered into on or around the Renewal Date containing details of any amendments made to the Licence application form;

### "Small PR Agency"

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

### "Staff"

(i) employees of the Licensed Parties, (ii) directors of the Licensed Parties; and (iii) where one or more of the Licensed Parties is a Limited Liability Partnership, partners of such Licensed Party;

### "Terms"

these NLA PR Client Service Licence Terms, the Licence Details, the Price List, and any and all other documents to which they expressly refer; and

### "Web Media Monitoring Material"

a hyperlink to an Article on a 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 a MMO.

Unless context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.

## 2. THE RIGHTS GRANTED

Subject to the Licensed Parties complying with their obligations and the limitations set out herein, 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 and subject to the parameters set out in the Price Lists and Licence Details, 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 Articles;
  - 3.1.2 fax Paper Articles;
  - 3.1.3 scan Articles from NLA Publications and print out and scan Articles from NLA Publisher Websites (other than those marked "ND" in the Publication List);
  - 3.1.4 print hard copies of a Digital Articles;
  - 3.1.5 electronically copy and paste Digital Articles 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 Users, and for such Client Users 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 Articles to the Licensed Party's media evaluation advisor, solely for the purposes of that advisor providing media evaluation advice;
- 3.6 If the Licensee opts in the Licence Details to purchase the Extended Access, then in consideration of the payment of the Extended Access Fee as set out in the Price List, NLA grants Staff (as applicable) of the Licensed Parties the additional rights to do the following for the purpose of Internal Use:
- 3.6.1 subject to clause 3.8, store on its internal system and/or virtual storage system, copies of self-scanned Articles created under the terms of this Licence for the Extend 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 subject to clause 3.8, if the MMO does not yet support Extended Access, store on its internal system and/or virtual storage system, one copy of each Article made available by the MMO for the Extended Access Period.
- 3.7 Licensee undertakes, on behalf of itself and the Licensed Parties, to ensure that all copies of Articles are deleted from the Licensed Parties' systems within 14 days of expiry of the Extended Access Period or termination of these Terms (whichever is sooner).
- 3.8 Where Articles are stored in accordance with clause 3.6.1 or 3.6.3, the Licensee shall ensure that appropriate technical and organisational security measures and systems are put in place to guard against unauthorised access to, or disclosure of, such Articles.

## 4. SMALL PR AGENCY PERMITTED ACTS

- 4.1 If the Licensee is a Small PR Agency, the 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 Articles;
  - 4.1.2 scan in Articles from NLA Publications and NLA Publisher Websites (other than those marked "ND" on the Publication List);
  - 4.1.3 electronically copy and paste Digital Articles 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 Articles) and/or Web Media Monitoring Material (or e-mail attachments comprising Digital Articles).

## 5. LIMITATIONS TO THE PERMITTED ACTS

The Licensee acknowledges and agrees that:

- 5.1 unless the Licensee has purchased and continues to hold Extended Access, these Terms do not permit any Licensed Party (nor any 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 the Permitted Acts set out in these Terms do not permit the creation of summaries of Articles;
- 5.3 (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 these Terms only permit the Licensed Parties to carry out the Permitted Acts in the United Kingdom (including the Channel Islands and the Isle of Man) and those countries in relation to which 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); and
- 5.5 any Client to which the Licensed Parties make Articles available must obtain a licence directly from 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 NLA the company names of the Clients to whom the Licensed Parties are supplying copies of Articles. It being acknowledged and agreed that NLA reserves the right to contact such Clients to confirm such Client's NLA licence requirements (if any).
- 6.2 The Licensee warrants and represents that:
- 6.2.1 it will make (and it has made) accurate and true statements in submitting and updating Licence Details, and in otherwise providing information to NLA;
  - 6.2.2 it will pay the Licence Fee in accordance with clause 7;
  - 6.2.3 it will pay the Indemnity Fee in accordance with clause 7, if applicable;
  - 6.2.4 if the Licence Details become (or are about to become) inaccurate in any way, it will inform NLA prior to the Renewal Date and submit revised Licence Details. NLA will then invoice the Licensee for any additional fees which may be due;
  - 6.2.5 it will supply such details of the extent and nature of its copying as may reasonably be requested by NLA;
  - 6.2.6 it will use reasonable endeavours to ensure that the Permitted Acts are only undertaken for the purposes describing those Permitted Acts;
  - 6.2.7 it will 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 it will 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 neither the Licensed Parties nor any of their Staff or Clients shall acquire any intellectual property rights in any Articles, NLA Publications, NLA Publisher Websites, nor any Web Media Monitoring Material;
  - 6.2.10 it will notify NLA promptly of any infringement of copyright in NLA Publications and/ or NLA Publisher Websites (or any part of them) of which any of the Licensed Parties become aware;
  - 6.2.11 it will comply promptly with NLA's reasonable requests for information and / or documents, should NLA have reasonable grounds for suspecting that a Licensed Party is in breach of these Terms;
  - 6.2.12 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 (if applicable) the Indemnity Fee are:
- 7.1.1 payable by the Licensee, together with any VAT (or other tax) due, upon notification by NLA to the Licensee that its licence has been granted; and
  - 7.1.2 calculated in accordance with the Price List.

- 7.2 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) NLA terms applicable as at the Renewal Date. NLA will then submit a renewal invoice for the fee and VAT due.
- 7.3 If the Licensee does not, prior to the Renewal Date, terminate these Terms, they shall be automatically renewed for a Renewal Period 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 NLA at the time, (ii) the applicable 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 NLA for all fees are payable within 30 days from the date of the invoice. 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 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 NLA with the purchase order number in accordance with the provisions of this clause.
- 7.7 NLA reserves the right to revise the Licence Fee in every calendar year. Any revisions to the Licence Fee shall take effect on the next 1 April.
- 7.8 All payments made under these Terms shall be in pounds sterling.
- 8. TERM AND TERMINATION**
- 8.1 These Terms shall run for the Initial Term 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 one month's written notice given to the other. Provided all sums due from the Licensee have been paid, NLA will reimburse the Licensee with any unused proportion of the Licence Fee attributable to the period after termination has become effective (upon expiry of the notice) on a pro rata basis.
- 8.3 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;
- and in the event of such termination by NLA, no refund shall be due to the Licensee.
- 9. LIABILITY AND INDEMNITY**
- 9.1 Subject to the Licensee paying the Indemnity Fee and complying with these Terms, 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 Licensed Parties comply with these Terms, 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 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 NLA. 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 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 are 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 NLA shall not in the performance of its obligations under these Terms engage in any conduct which constitutes an offence under the Bribery Act 2010 (as amended and updated from time to time).
- 10.3 NLA may on the expiry of 7 days' notice: (i) suspend the Licensed Parties' rights under these Terms if 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 NLA (or with a publisher of an NLA Publication or an NLA Publisher Website), or (ii) request that the Licensed Parties 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 NLA warrants that it is authorised by the publishers of NLA Publications and NLA Publisher Websites to make the grant of rights set out in clause 2.
- 10.5 The Licensee warrants to 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 Each party warrants and represents that it has full capacity and authority to enter into and to perform these Terms and the Licensee warrants and represents that these Terms have been executed by a duly authorised representative of the Licensee.
- 10.7 These Terms shall be deemed to complement and extend the statutory rights of the Licensed Parties, including but not limited to those rights arising under the Copyright Designs and Patents Act 1988 (as amended from time to time) and nothing in these Terms shall constitute a waiver of any statutory rights held by the Licensee from time to time.
- 10.8 Neither the Licensed Parties nor any Staff may assign, sublicense or otherwise transfer all or any part of the rights or obligations granted under these Terms without the prior written consent of NLA.
- 10.9 NLA may assign the benefit of this agreement and may delegate any of its duties under this agreement.
- 10.10 All notices which are required to be given under these Terms will be in writing. The Licensee agrees to receive electronic notices from NLA, which will be sent to the email address of the individual named on the licence application form, or such other email address as subsequently notified to NLA. The Licensee is responsible for ensuring that the email address provided to NLA is accurate and current. Any email notice that NLA sends to that email address will be deemed to have been received when sent if sent during Business Hours and the next Business Day if sent outside of Business Hours.
- 10.11 Notice given by the Licensee under these Terms may be: (i) delivered via email to [legal@nla.co.uk](mailto:legal@nla.co.uk); or (ii) delivered personally or by prepaid first class post to NLA's registered address, for the attention of "The Legal Department". Notices sent via email will be deemed to have been received when sent if sent during Business Hours and the next Business Day if sent outside of Business Hours. If delivered by hand, notices shall be deemed to have been received when delivered and, if sent by first class post, they shall be deemed to have been received 24 hours after posting.
- 10.12 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 NLA in enforcing any breach of these Terms shall have no effect in relation to any later breach.
- 10.13 NLA may update these Terms from time to time. The revised Terms will be applicable following any renewal under clause 7. If 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 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 NLA and the Licensee.
- 10.14 The Licensee agrees and acknowledges that 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 a MMO, or for any Web Media Monitoring Material or Article.
- 10.15 No person other than 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.
- 10.16 In the event of an inconsistency between these NLA PR Client Service Licence Terms and Conditions and the wording of the Price List, these NLA PR Client Service Licence Terms and Conditions shall prevail.
- 10.17 These Terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 10.18 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.
- 10.19 These Terms (and any non-contractual obligations or claims arising from these Terms) are governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with these Terms and any non-contractual obligations or claims arising from these Terms.