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Corporate Website
Republishing Licence

Terms and Conditions

These Terms govern your relationship with NLA in relation to the use of Articles from the NLA Publications (Corporate Website Rights) and the NLA Websites (Corporate Website Rights) on your Licensee Corporate Websites.

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 NLA.

Submission of your details and agreement to these Terms is an offer to be licensed by NLA. There will be no licence completed unless and until NLA contacts you to confirm the licence. At the moment that NLA contacts you to confirm the licence, a contract will be made between you and NLA under these Terms.

This Licence is only available to organisations (including Affiliates and/or Franchisees, if applicable) whose website is a free, universally available service, but excluding websites whose primary purpose fall into the following categories:

- the provision of news and magazine content;
- price comparison and content aggregation services;
- online e-commerce marketplaces.

This Licence is not available in respect of any websites which, in the reasonable opinion of NLA, are associated with any of the following:

- sexually explicit material;
- violence including animal violence or mistreatment;
- discrimination (including on the basis of race, sex, religion, nationality, disability, sexual orientation; or age);
- any illegal activity;
- political activity, including without limitation where the website is operated by an entity registered with the Electoral Commission in UK (or equivalent electoral commissions in other countries); or, (b) where the website advertises or promotes a political candidate or political campaign;
- military activity;
- unlicensed gambling or gaming activities;
- promotion of tobacco products;
- promotion of firearms and weapons; or
- promotion of the misuse of, improper use of, or illegal use of, drugs or alcohol.

If under the above exceptions you cannot obtain a licence from NLA to display publisher content, yet you still wish to use the content, you will need to contact the publisher concerned to apply for permission to use Articles on your websites, or remove the content.

1. DEFINITIONS USED IN THESE TERMS

"Affiliate":

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":

subject to the limitations specified in clause 4, an article (whether in paper or digital format) in an NLA Publication (Corporate Website Rights) or on an NLA Website (Corporate Website Rights), including without limitation: (i) articles, artistic works or other items or (ii) a copy of the whole or part (including the headline) or 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;

"Commencement Date":

the commencement date specified in the Licence Details;

"Digital Article(s)":

an Article in a digital format;

"Franchise":

a contractual relationship under which the Licensee grants individual franchisees the right, and imposes the obligation, to conduct business in accordance with a particular business model and concept. This relationship permits the individual franchisee, in exchange for direct or indirect financial consideration, to use the Licensee's trade name and/or trade mark, know-how, business and technical methods, procedural system, and other industrial and/or intellectual property rights;

"Franchisees":

where the Licensee has opted to include a Franchise in the Licence Details, all franchisees of such Franchise;

"Hyperlink":

a reference in an electronic document that links to another place in the same document or to an entirely different document;

"Indemnity Fee":

the fee payable in respect of past copying, 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;

"General Data Protection Regulation":

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

"Licence Details":

the 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 Price List and the Licence Details;

"Licensed Parties":

the Licensee, the Affiliates and/or the Franchisees (as applicable);

"Licensee":

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

"Licensee Corporate Websites":

the Licensee's corporate website(s) and the Licensee Social Media Account (s), as nominated by the Licensee in the licence application form (as updated in the Renewals Form from time to time), which websites, and Licensee Social Media Account (s) are free and universally available;

"Licensee Social Media Accounts":

the Licensee's filesharing platform(s), social media account(s), and/ or any other websites, applications or similar electronic means by which the Licensee is able to interact and/ or share information, ideas, messages, or other content (including, without limitation, text, photos and videos) with other on-line users, as nominated by the Licensee in the licence application form (as updated in the Renewals Form from time to time), which are free and universally available;

"NLA":

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

"NLA Publications (Corporate Website Rights)":

a hard copy publication included in this Corporate Website Republishing Licence details of which can be found at www.nlamediaaccess.com/title-search/;

"NLA Websites (Corporate Website Rights)":

each of the websites included in this Corporate Website Republishing Licence details of which can be found at www.nlamediaaccess.com/title-search/;

"Permitted Act":

the permitted acts set out in these Terms;

"Price List":

the list of NLA's prices from time to time in force which are applicable to this Corporate Website Republishing Licence, copies of which are available from www.nlamediaaccess.com;

"Renewal Date":

(a) 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 (b) 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 Details;

"Terms":

these Corporate Website Republishing Licence Terms (including the Guidance notes contained herein), the Licence Details, the Price List, and any and all other documents referred to in any of these documents; and

"Text Extract":

means a headline and/or a direct (i.e. verbatim) text extract from any Article from NLA Publications (Corporate Website Rights) and NLA Websites (Corporate Website Rights).

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 the 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 in clause 3 below.

3. PERMITTED ACTS

In consideration of the payment of the Licence Fee and subject to the limitations set out in clause 4, NLA grants the Licensed Parties the non-exclusive rights to:

- 3.1 make Digital Articles from Articles and/or Text Extracts from NLA Publications (Corporate Website Rights) and place the Digital Articles onto the Licensee Corporate Websites;
- 3.2 make Digital Articles from Articles and/or Text Extracts from NLA Websites (Corporate Website Rights) and place the Digital Articles onto the Licensee Corporate Websites subject to a Hyperlink to the original Article on the publisher website being provided with the Digital Article.

Each of the acts licensed in this clause 3 shall be deemed an act of copying for the purposes of these Terms.

4. LIMITATIONS TO THE PERMITTED ACTS

4.1 The rights granted in these Terms:

- a. are limited to the use of Articles on the Licensee Corporate Websites;
- b. do not permit the creation of summaries of Articles;
- c. do not permit the Licensed Parties to make any amendment or edits to Articles (except for the use of Text Extracts);
- d. are subject to the following restrictions:
- i. photographs may not be used separately from the Article to which they relate and may only be used if the Licensed Party is copying the whole Article and not just a Text Extract;
- ii. unless the Licensed Party is copying a whole page from NLA Publications (Corporate Website Rights) and/or NLA Websites (Corporate Website Rights), the Licensee may not use any Articles which fall into any of the following categories:
- a. advertisements;
- b. any Article which is attributed to any of the agencies listed on NLA's website at www.nlamediaaccess.com/apply-for-a-licence/corporate-website-republishing-licence/ from time to time (NLA shall notify the Licensee by email in the event that additional agencies are added to the list);
- c. any Article which is attributed to a generic reporter name (e.g. "by a [publication name] reporter");
- d. readers' letters and readers' comments in blogs;
- e. cartoons;
- f. crosswords, puzzles and games;
- g. audio or video content; or
- h. sports results and fixtures tables;
- iii. the Licensed Parties may only use Articles and Text Extracts in the form as originally published in the NLA Publication (Corporate Website Rights) and/or the NLA Website (Corporate Website Rights) and shall not alter the meaning, tone or spirit of the Article or Text Extract in any way;
- iv. if the Licensed Party is using a Text Extract such Text Extract must not be used in any way which implies any promotion or endorsement of any goods or services unless the Article from which the Text Extract is taken expressly endorses such goods or services and provided the Text Extract is not used in any way which could give an incorrect or misleading impression of the original Article;
- v. the Licensed Parties shall not store any material copied from a publication included in the NLA Publication (Corporate Website Rights) or a website in the NLA Website (Corporate Website Rights) in electronic form except as expressly provided for in this Licence;
- vi. the Licensed Parties shall immediately remove any Article from the Licensee Corporate Websites if requested by NLA to do so including, without limitation, under any of the following circumstances:
- a. NLA's rights to license the use of the Article are withdrawn;

- b. the Licensee Corporate Websites are found to be associated with or include content considered by NLA (in its reasonable opinion) to be unacceptable for the purposes of this Licence including (without limitation):

- sexually explicit material;
- material of an obscene, violent or abusive nature;
- material which can be held to be discriminatory against any person (including for reasons of race, sex, religion, nationality, disability, sexual orientation, age);
- any illegal activity or material;
- any political activity or material; or
- any military activity or material;

- c. the Licensed Party's use of the Article, or any material on the Licensee Corporate Websites, could in NLA's reasonable opinion be held to:

- be misleading or deceptive;
- be threatening or abusive;
- be an invasion of privacy;
- render the Article potentially libellous or defamatory; or
- be derogatory of or could bring the publisher, any contributor to the Article or NLA into disrepute.

- 4.2 The Licensed Parties shall not exercise the rights granted under these Terms in respect of any more Articles (at any one time) than the Licensee has paid for by way of Licence Fee.

5. AFFILIATES AND FRANCHISEES

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

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

6. GENERAL OBLIGATIONS OF THE LICENSEE

The Licensee represents and warrants that:

- 6.1 it will make (and has made) accurate and true statements in submitting and updating the Licence Details, and in otherwise providing information to NLA;
- 6.2 it will pay the Licence Fee in accordance with clause 7;
- 6.3 it will pay the Indemnity Fee in accordance with clause 7, if applicable;
- 6.4 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;
- 6.5 it will supply, on its own behalf and on behalf of its Affiliates and/or Franchisees (if applicable), such details of the extent and nature of its copying as may be reasonably required by NLA;
- 6.6 it will 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;
- 6.7 it will notify the Licensed Parties' personnel of, and use reasonable endeavours to ensure their compliance with, these Terms;
- 6.8 it will use reasonable endeavours to ensure that each Article includes the notice: "NLA licensed copy. No further copies may be made except under licence" together with the date and name of the NLA Publication (Corporate Website Rights) or the NLA Website (Corporate Website Rights) where the Article was originally published;
- 6.9 it will monitor the levels of copying by the Licensed Parties;
- 6.10 the Licensed Parties shall not acquire any intellectual property rights in any Articles or the NLA Publications (Corporate Website Rights) or the NLA Websites (Corporate Website Rights);
- 6.11 it will notify the NLA promptly of any infringement of copyright in the NLA Publications (Corporate Website Rights) or the NLA Websites (Corporate Website Rights) (or any part of them) of which the Licensed Parties become aware;
- 6.12 it will comply promptly with NLA's reasonable requests for information and/or documents, should NLA have reasonable grounds for suspecting that the Licensee is in breach of these Terms;

6.13 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 of the NLA Publications (Corporate Website Rights) or the NLA Websites (Corporate Website Rights); and

6.14 the rights and obligations in the terms and conditions of each if the NLA Websites (Corporate Website Rights) will apply to any and all use of the content of such website by any of the Licensed Parties, 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:

- a. 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
- b. 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) the 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 current Price List at the time, 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 net 1 April.

7.8 All payments made under these Terms shall be in pounds sterling.

7.9 NLA shall be entitled to charge a Licence Fee and/ or an Indemnity Fee (if applicable) for a period of up to 6 years for the use (as set out in these Terms) of Articles on the Licensee Corporate Website(s).

7.10 Without prejudice to clause 7.9, NLA may charge a Licence Fee and/ or an Indemnity Fee (if applicable) for a period of up to 1 year for the use (as set out in these Terms) of all Articles posted on the Licensee Social Media Accounts in the last six (6) years, except for any Articles that remain visible or accessible at the top of the feed or timeline, including, but not limited to, any 'pinned' tweets and announcements, 'spotlighted' articles, or highlight reels ('static Articles'). For the avoidance of doubt, NLA shall be entitled to charge a Licence Fee and/ or Indemnity Fee for a period of up to 6 years for the use of such static Articles (as described in these Terms) on the Licensee Social Media Accounts.

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 in writing with immediate effect if:

- a. any of the Licensed Parties commits or causes any material breach of any provision of these Terms, and (in the case of a remediable breach only) remains in breach 14 days after receiving notice from NLA to remedy such breach;
- b. the Licensee becomes insolvent, goes into 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; or
- c. the Licensee ceases to comply with any of the requirements to be eligible for this Licence.

In the event of such termination by NLA, no refund shall be due to the Licensee.

8.4 In the event of termination of its Licence for any reason the Licensee shall immediately remove any Articles from the Licensee Corporate Websites and ensure all copies are deleted from the Licensed Parties' computer systems.

9. LIABILITY AND INDEMNITY

9.1 Subject to the Licensee paying the Indemnity Fee, 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 Corporate Website Republishing Licence terms in force at the time when the copying was undertaken.

9.2 Provided the Licensee complies 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 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.

9.3 The indemnities in clauses 9.1 and 9.2 are subject to (i) the Licensee invoking them by giving NLA written 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 or agreeing to any settlement nor compromise 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 relevant 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.

9.4 The Licensee agrees to indemnify NLA and the publishers of the NLA Publications (Corporate Website Rights) and the NLA Websites (Corporate Website Rights) against any damages (other than damages for special, indirect or consequential loss) and/or reasonable legal costs incurred by NLA and/or its publishers as a result of any of the Licensed Parties having used Articles except as permitted by these Terms.

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 Regulation 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.

10.2 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 (as amended and updated from time to time).

10.3 NLA may on the expiry of 7 days' notice suspend the Licensed Parties' rights under these Terms if NLA has reason to believe that a Licensed Party has materially breached these Terms or the terms of any other agreement with NLA (or with a publisher of an NLA Publication (Corporate Website Rights) or an NLA Website (Corporate Website Rights)).

10.4 NLA warrants that it is authorised by the publishers of the NLA Publications (Corporate Website Rights) and the NLA Websites (Corporate Website Rights) 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 Licensee, including but not limited to those arising under the Copyright Designs and Patents Act 1988 (as amended and updated 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 The Licensed Parties may not assign, sublicense or otherwise transfer all or any part of their 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 these Terms.

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; 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 any effective 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 No person other than 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.
- 10.15 In the event of an inconsistency between these Corporate Website Republishing Licence Terms and the wording of the Price List, these Corporate Website Republishing Licence Terms shall prevail.
- 10.16 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.
- 10.17 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.