



media
access

Supporting journalism

Web End User Licence

Terms and Conditions

These Terms govern your relationship with NLA in relation to the receipt and use (for internal commercial purposes) of web media monitoring material received from media monitoring organisations.

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 copy@nla.co.uk.

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 in writing 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.

1. DEFINITIONS USED IN THESE TERMS

'Affiliate'

means another 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;

'Article'

means an article, report or other item on an NLA Publisher Website;

'Business Day'

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

'Business Hours'

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

'Commencement Date'

means the commencement date specified in the Licence Details;

'Data Protection Legislation'

means the UK General Data Protection Regulation, the Data Protection Act 2018 and other applicable data protection law as amended and updated from time to time;

'Declaration'

means a declaration signed by the Licensee confirming that all Licensed Activities have ceased;

'Extended Access Extension'

means the Permitted Acts set out in clause 2.1(d) of these Terms;

'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 on a NLA Publisher Website as long as the Licensee continues to hold the Extended Access Extension;

'External Copying Fee'

the fee payable for the Permitted Acts set out in clause 7, as determined in accordance with the criteria set out in the Price List and the Licence Details;

'Franchise'

means 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;

'Franchisee'

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

'Indefinite Access'

the Permitted Acts set out in clause 2.1(e) of these Terms;

'Indefinite Access Fee':

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

'Indefinite Access Period':

an indefinite period from the date of publication of the Article as long as the Licensee continues to hold Indefinite Access;

'Indemnity Fee'

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

'Initial Term'

means the initial 12 month period;

'Licence Details'

means the Web End User Licence application form and Affiliates appendix completed by Licensee when entering into these Terms, together with the Renewals Form;

'Licence Fee'

means the fee payable annually by the Licensee in respect of the rights granted under these Terms;

'Licensed Activities'

means the permitted acts listed in clause 2

'Licensed Parties'

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

'Licensee'

means the licensed entity entering into these Terms, as described in the Licence Details;

'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 a MMO;

'MMO'

means any one or more media monitoring organisations (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 organisations will provide Media Monitoring Materials to the Licensee as permitted by these Terms;

'NLA'

means 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 Publisher Website'

means any of the websites participating in the scheme operated by NLA from time to time, a list of which is set out on the Website List;

'Permitted User'

means Staff authorised to receive Media Monitoring Materials in accordance with the Licence Details;

'PRC'

means a public relations agency or consultancy which provides professional services to a Licensed Party, the details of which have been included in the Licence Details;

'Price List'

means the list of NLA's prices from time to time in force applicable to the Web End User Licence, which is available at www.nlamediaaccess.com;

'Renewal Date':

means the first anniversary of the Commencement Date and every anniversary thereafter;

'Renewals Form'

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

'Renewal Period'

means a period of 12 months;

'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'

means these Web End User Licence terms, the Licence Details, the Price List and any documents to which they expressly refer;

'TPA'

means an association representing the members and interests of a particular trade or profession, the details of which have been included in the Licence Details;

'Website List'

means each of the websites hosted on the URLs listed on NLA website list, a copy of which is available at www.nlamediaaccess.com/title-search.

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

2. NLA LICENCE

2.1. In consideration of the payment of the Licence Fee and subject to the parameters set out in the Price List and Licence Details, NLA grants the Licensee a non-exclusive worldwide licence for each of its Permitted Users to do the following for the Licensed Parties' internal commercial purposes:

- a. receive Media Monitoring Materials from the MMO;
- b. retrieve and display each Article on screen;
- c. make one paper copy of each Article;
- d. subject to the payment of the Extended Access Fee:
 - i. continue to access the articles via the links provided by the MMO for the Extended Access Period subject to the MMO supporting Extended Access; and/ or
 - ii. subject to clause 2.2, 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; and/or
- e. subject to the payment of the Indefinite Access Fee:
 - i. continue to access the articles via the links provided by the MMO for the Indefinite Access Period subject to the MMO supporting Indefinite Access; and/ or
 - ii. subject to clause 2.2, if the MMO does not yet support Indefinite Access, store, on its internal system and/or virtual storage system, one copy of each Article made available by the MMO for the Indefinite Access Period.

2.2 The 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 the expiry of the Extended Access Period or Indefinite Access Period (as applicable) or termination of these Terms, whichever is sooner. The Licensee further undertakes, on behalf of itself and the Licensed Parties, to ensure that all copies of an Article are deleted from the Licensed Parties' systems within 5 days of NLA notifying the Licensee that rights to such Article have been withdrawn by the relevant publisher.

2.3 Where Articles are stored in accordance with clause 2.1(d)(ii) or clause 2.1(e)(ii), 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.

3. THE LICENSEE OBLIGATIONS

3.1. The Licensee represents and warrants that:

- a. it will pay the Licence Fee to NLA in accordance with clause 6;
- b. it will pay the Indemnity Fee in accordance with clause 6, if applicable;
- c. neither it nor any of its Permitted Users shall acquire any intellectual property rights in any Media Monitoring Material or Article;
- d. it shall not exceed the maximum number of Permitted Users specified in the Licence Details;
- e. it will make (and agrees that it has made) accurate and true statements in the Licence Details, and in otherwise providing information to NLA;
- f. it will notify Staff of, and use reasonable endeavors to ensure their compliance with, these Terms;
- g. if (due to the Licensee changing its levels or methods of circulation, or howsoever) the information provided in the Licence Details becomes (or is about to become) inaccurate in any way, it will (i) inform NLA, and (ii) promptly submit revised Licence Details. NLA will then invoice the Licensee for any additional fees which may be due;
- h. 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;
- i. it will comply promptly with NLA's reasonable requests for information and/ or documents, should NLA have reasonable grounds for suspecting that any Licensed Party is in breach of these Terms; and
- j. 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 Publisher Website.

3.2. It is acknowledged that the parties hereto may use personal information for the administration of this Licence ('**Personal Data**'). Each party shall observe Data Protection Legislation 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 NLA media access Privacy Policy, a copy of which is available from www.nlamediaaccess.com.

3.3. 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, except to the extent expressly extended by these Terms.

4. RESERVATION OF RIGHTS AND INDEMNITY

4.1. NLA may, on the expiry of 7 days' written notice, suspend the Licensed Parties' rights under these Terms if NLA has reason to believe any Licensed Party has materially breached these Terms or the terms of any other agreement with NLA (or with a publisher of an NLA Publisher Website) or the Licensee, any Permitted User or any of the Staff are using any Articles in material breach of these Terms.

4.2. 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 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.

4.3. 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 resulting from any claim by a third party against the 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 exercised its rights in accordance with these Terms.

4.4. The indemnities in clauses 4.2 and 4.3 are subject to the Licensee invoking them by giving NLA written notice within fourteen (14) days of becoming aware of any claim which may be recoverable under that clause and the Licensed Parties making no admission as to liability or agreeing to any settlement or compromise of any such claim without prior written consent of NLA. NLA and/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 NLA's (or the relevant publisher's) discretion it sees fit.

5. TERM AND TERMINATION

5.1. These Terms shall run for the Initial Term from the Commencement Date subject always to clause 5.2 and renewal under clause 6.

5.2. 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, following receipt of a Declaration, 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.

5.3. NLA may terminate these Terms:

- a. with immediate effect if any of the Licensed Parties or any Staff 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,

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

6. FEES AND RENEWAL

6.1. 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 Licensee that its licence has been granted; and
- b. calculated in accordance with the relevant sections of the Price List.

6.2. 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.

6.3. 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 the Terms applicable at the time.

6.4. 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 use of Media Monitoring Material.

6.5. Invoices issued by NLA for all fees are payable within 30 days after issue. NLA is entitled to charge interest on any overdue amounts at a rate of 4% above the Bank of England base rate.

6.6. 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.

6.7. 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 the next 1 April.

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

7. EXTERNAL COPYING: PRCs AND TPAs

7.1. In consideration of the External Copying Fee, NLA grants the Licensed Parties the non-exclusive rights to provide Media Monitoring Material to its PRCs and/or TPAs, and for such PRCs and/or TPAs to receive, and (to the extent relevant) open, retrieve and/or display on screen such Media Monitoring Material solely for the purpose of providing professional advice to the Licensed Parties.

7.2. The Licensee shall once a year provide to NLA the company name of the PRCs and/or TPAs to whom the Licensed Parties are supplying copies of Articles.

8. GENERAL

8.1. 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 Media Monitoring Material or Article.

8.2. 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).

8.3. 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.

8.4. 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.

8.5. All notices which are required to be given under this licence 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.

8.6. 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.

8.7. Subject to clause 8.9, 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 NLA and the Licensee.

8.8. The Licensee agrees, where it elects to include its Affiliates and/or Franchisees within the scope of this licence:

- 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.

8.9. NLA may update these Terms from time to time. The revised Terms will be applicable following any renewal under clause 6. If 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 NLA for a pro-rata return of any remaining Licence Fee.

8.10. 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.

8.11. 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 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.

8.12. 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 NLA.

8.13. NLA may assign the benefit of this agreement and may delegate any of its duties under this agreement.

8.14. No person shall have any rights to enforce these Terms other than NLA, the Licensed Parties and (in respect of the rights and restrictions in clause 3.1 and 3.3) each publisher of an NLA Publisher Website.

8.15. 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.

8.16. In the event of an inconsistency between these NLA Web End User Terms and the wording of the Price List, these NLA Web End User Licence Terms shall prevail.

8.17. 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.