Business Licence

NLA media access

Supporting journalism

NLA Media Access Licence Agreement

Organisation Name _____

Organisation Address _____

_____

Supplier Name/PR company _____

Total Staff Number _____

Annual Turnover _____

Licence Term ___/___/___ to ___/___/___

Contact Title _____

Contact Name _____

Phone Number _____

Email _____

Affiliates to be covered? *(If yes, please complete affiliates list)* ○ Yes ◉ No

Franchisees to be covered? *(If yes, all franchisees will be included)* ○ Yes ◉ No

Summary of Licence Fee

Basic B

Details of basic cover

All national newspapers and:

____ regional titles	Newspaper total (basic)	
____ foreign/specialist titles	Foreign/specialist total (basic)	
____ magazine titles	Magazine total (basic)	
____ premium titles	Premium total (basic)	
	Basic Sub Total	£ 0.00

Frequent Paper Copying P

Details of paper cover

Newspaper total (paper) (including foreign/specialist)	
Magazine total (paper) (including premium)	
Paper Sub Total	£ 0.00

Based on ____ sets

Frequent Digital Copying D

Details of digital cover

Newspaper total (digital) (including foreign/specialist)	
Magazine total (digital) (including premium)	
Digital Sub Total	£ 0.00

Based on ____ recipients

Summary of Licence Fee Continued

media access

External Copying E

Details of external cover

Based on _____ recipients

External Sub Total

Web End User W

Details of web end user cover

Based on _____ recipients

Newspaper total (web)

Magazine total (web)

Web Sub Total £ 0.00

Total ongoing licence fee £ 0.00

Extended Access EA

Details of extended access

Extended Access Fee

Indefinite Access IA

Details of indefinite access

Indefinite Access Fee

Indemnity

The fee for previous unlicensed copying is a one-off payment that legitimises your past copying and is calculated using the current Price List.

Please specify the date on which your organisation's copying commenced using the 'Date From' box (noting that indemnity fees are subject to a maximum duration of six years). If your organisation's copying habits or licence coverage details have changed over the applicable time period, please provide further information regarding such variation in the 'Details' section. Alternatively, if no historic copying has taken place, please confirm this by ticking the appropriate box.

Details

Date From

Estimated Total Indemnity Fee

I confirm that no copying has taken place prior to applying for the licence.

Total fees £ 0.00

Please confirm the acceptance of the Licence Terms and Conditions on behalf of the organisation named above by completing the details below.

Name _____ Position _____ Date DD | MM | YYYY

save

Details of cover

NLA Basic Licence

- The starting point for all business licences
- Covers organisation for *occasional copying from all national newspaper titles and up to 5 regional / local titles
- Basic licence fee is determined by the lower of headcount or turnover of the organisation
- Option to add additional regional newspaper titles and magazine titles by selecting a banding from up to 5 publications through to 501+
- Option to add foreign titles
- Includes titles from media monitoring service

Creating paper copies of articles and scanning and mailing articles on an occasional basis.

**Frequent Digital Copying

- In addition to Basic Licence
- Covers scanning and copying of digital articles received from MMO / PR Agency
- Fee determined by headcount and number of recipients of copies (e.g. number of email addresses copies sent to, or number of staff with access to an internal system – these are called 'Permitted Users')

Scanning & emailing cuttings internally on a consistent basis

Internal distribution of cuttings beyond the direct MMO recipients.

Receipt of cuttings service from Media Monitoring Organisation (MMO) / PR Agency to more than a single recipient

**Frequent Paper Copying

- In addition to Basic Licence
- Covers photocopying and printing of digital articles received by MMO / PR Agency
- Fee determined by number of copies made

Creating paper copies of articles a determined number of times

Printing more than one copy of cuttings supplied by MMO and/or PR Agency

External Copying

- In addition to Basic Licence
- Covers providing paper, digital copies and/or web content to people outside your organisation
- Fee determined by number of external recipients

Sharing of cuttings with people outside organisation

Web End User Licence (WEUL)

- In addition to Basic Licence
- Covers receipt of online content from an MMO or web aggregator
- Fee determined by number of recipients of service and headcount

Receipt of service of links to online content to any number of direct recipients

Extended Access

- In addition to Basic Licence and an optional extra on your licence
- Allows you to access your content for up to 365 days
- Priced at 10% of your licence fee, added to total (excluding indemnity fees)

Access to content for up to 365 days

Indefinite Access

- In addition to Basic Licence and an optional extra on your licence
- Allows you to access your content for an indefinite period
- Priced at 30%of your licence fee, added to total (excluding indemnity fees)

Access to content for an indefinite period

**Occasional copying: copies (paper or digital) that may be made with no pre-determined pattern or distribution list; on an as and when basis.*
***Frequent copying: copies (paper or digital) made or received on a regular basis or sent to a pre-determined distribution list. Includes receipt of content from a PR Agency or Media Monitoring Organisation.*

NLA media access

Supporting journalism

Business Licence

Terms and Conditions

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":
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;

"Basic Licence Fee"
the fee payable for the Permitted Acts set out in clause 3 of these Terms;

"Commencement Date":
the commencement date specified in the Licence Details;

"Data Protection Law":
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":
a declaration signed by the Licensee confirming that all Licensed Activities have ceased;

"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 set out in clauses 3-7 and/or received from a MMO, PRC, TPA or Professional Partnership;

"Extended Access":
the Permitted Acts set out in clause 8 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;

"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":
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;

"Frequent":
on a regular basis and/or where there is: (a) a pre-determined set of recipients; (b) a structure; or (c) a pattern, including in respect of frequency (e.g. weekly, monthly, quarterly, etc.);

"Frequent Digital Copying":
the Permitted Acts set out in clause 5 of these Terms;

"Frequent Digital Copying Fee":
the fee payable for Frequent Digital Copying, as determined in accordance with the criteria set out in the Price List and the Licence Details;

"Frequent Paper Copying":
the Permitted Acts set out in clause 4 of these Terms;

"Frequent Paper Copying Fee":
the fee payable for Frequent Paper Copying, as determined in accordance with the criteria set out in the Price List and the Licence Details;

"Indefinite Access"
the Permitted Acts set out in clause 9 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":
the fee payable in respect of past copying, as determined in accordance with the applicable Price Lists which is/ are current at the time the fee is calculated;

"Initial Term":
the initial 12 month period specified in the Licence Details;

"Internal Use":
use by Staff for internal communication 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 Business Licence application form and Affiliates appendix completed by the Licensee when entering into these Terms, together with the Renewal 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 Lists and the Licence Details;

"Licensed Activities"
the permitted acts listed in clauses 3 to 9 (as applicable);

"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;

"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 organisations will provide Web Media Monitoring Material 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;

"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;

"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 Article":
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 licence opted for by the Licensee in the Licence Details;

"Permitted User":
Staff authorised to receive Digital Articles and/or Web Media Monitoring Material in accordance with the Licence Details;

"Publication List":
the list of NLA Publications and NLA Publisher Websites at www.nlamediaaccess.com/title-search;

"PRC":
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 Lists":
the lists of NLA's prices from time to time in force which are applicable to the Permitted Acts which the Licensee has opted to be licensed as set out in the most recently provided Licence Details, copies of which are available from www.nlamediaaccess.com;

"Professional Partnership":
a partnership comprised of partners who are members of a professional body;

"Renewal Date":
the first anniversary of the Commencement Date and every anniversary thereafter;

"Renewal Period":
a period of 12 months;

"Renewal Form":
the renewal form entered into on or around the Renewal Date containing details of any amendments made to the Business Licence application form;

"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 Business Licence Terms, the Licence Details, all applicable Price Lists and any and all other documents to which they expressly refer;

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

“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), all as supplied to the Licensed Parties and/or their Permitted Users by a MMO;

"WMM":
the acts permitted under clause 6 (if applicable); and

“WMM Fee”:
the fee payable for WMM, as determined in accordance with the criteria set out in the Price List and the Licence Details.

‘Working Day’:
a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

‘Working Hours’:
the period from 9.00am to 5.00pm UK time on any Working Day;

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 in clause 3 below, together with such of the Permitted Acts set out in clauses 4, 5, 6, 7, 8 and/or 9, as the Licensee has opted to include in its Licence, as set out in the Licence Details.

3. PERMITTED ACTS: BASIC LICENCE (ALL LICENSEES)

In consideration of the payment of the Basic 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 for the purpose of Internal Use:

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 a single hard copy of a Digital Article (but not to make further copies of that hard copy); and

3.1.5. electronically copy and paste Digital Articles and/or (if the Licensee has purchased WMM) Web Media Monitoring Material into an e-mail or other document and/or make such e-mail or other document available to Staff;

3.2. for the purpose of Internal Use, systematically self-source and make links to Articles from NLA Publisher Websites (including headlines) available to Staff on a Frequent basis (which rights for the avoidance of doubt exclude where Web Media Monitoring Material is received from a MMO as provided in WMM);

3.3. if a Licensed Party is a Professional Partnership it may, on an Occasional basis, provide copies of Articles to its clients; and

3.4. provide one copy of Articles to the Licensed Party's media evaluation advisor, solely for the purposes of that advisor providing media evaluation advice.

4. PERMITTED ACTS: FREQUENT PAPER COPYING

If the Licensee opts in the Licence Details to purchase Frequent Paper Copying, then in consideration of the payment of the Frequent Paper Copying Fee and subject to the parameters set out in the Price Lists and the Licence Details, NLA grants the Licensed Parties the additional rights to:

4.1 do the following on a Frequent basis for the purpose of Internal Use:

4.1.1. make photocopies of Paper Articles;

4.1.2. fax Paper Articles; and

4.1.3. print copies of Digital Articles and/or (if the Licensee has purchased WMM) Web Media Monitoring Material.

5. PERMITTED ACTS: FREQUENT DIGITAL COPYING

If the Licensee opts in the Licence Details to purchase Frequent Digital Copying, then in consideration of the payment of a Frequent Digital Copying Fee and subject to the parameters set out in the Price Lists and the Licence Details, NLA grants Staff or Permitted Users (as applicable) of the Licensed Parties the additional rights to:

5.1. do the following on a Frequent basis for the purpose of Internal Use:

5.1.1. scan in Articles from NLA Publications and NLA Publisher Websites (other than those marked "ND" on the Publication List);

5.1.2. electronically copy and paste Digital Articles and/or (if the Licensee has purchased WMM) 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

5.1.3. receive, open and view e-mails containing Digital Articles (or e-mail attachments comprising Digital Articles); and

5.2. provide one copy of any Digital Articles to the Licensed Party's media evaluation advisor, solely for the purposes of that advisor providing media evaluation advice.

6. PERMITTED ACTS: WMM

If the Licensee opts in the Licence Details to purchase WMM, then in consideration of payment of the WMM Fee and subject to the parameters set out in the Price Lists and the Licence Details, NLA grants the Licensed Parties the additional rights:

6.1. for each of its Permitted Users to do the following for the purpose of Internal Use:

6.1.1. receive Web Media Monitoring Material from the MMO;

6.1.2. retrieve and display each Article displayed on an NLA Publisher Website on screen; and

6.1.3. make one paper copy of each Article displayed on an NLA Publisher Website.

7. PERMITTED ACTS: EXTERNAL COPYING

7.1. In consideration of the External Copying Fee, NLA grants the Licensed Parties the non-exclusive rights to provide Paper Copies and / or Digital Copies and / or Web Media Monitoring Material (as applicable according to the rights licensed to the Licensee) to its PRC and/or TPA, and for such PRCs and/or TPAs to receive, and (to the extent relevant) open, retrieve and/or display on screen such Articles 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. PERMITTED ACTS: EXTENDED ACCESS

8.1. If the Licensee opts in the Licence Details to purchase Extended Access, then in consideration of the payment of the Extended Access Fee as set out in the Price List NLA grants Staff or Permitted Users (as applicable) of the Licensed Parties the additional rights to do the following for the purpose of Internal Use:

8.1.1. subject to clause 8.3, store on its internal system and/or virtual storage system, copies of self-scanned Articles created under the terms of this Licence for the Extended Access Period; and/or

8.1.2. 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

8.1.3. subject to clause 8.3, 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.

8.2. 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 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 a Digital Copy are deleted from the Licensed Parties’ systems within 5 days of NLA notifying the Licensee that rights to such Digital Copy have been withdrawn by the relevant publisher.

8.3. Where Articles are stored in accordance with clause 8.1.1 and/or 8.1.3, 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.

9. PERMITTED ACTS: INDEFINITE ACCESS

9.1. If the Licensee opts in the Licence Details to purchase Indefinite Access, then in consideration of the payment of the Indefinite Access Fee as set out in the Price List, NLA grants Staff or Permitted Users (as applicable) of the Licensed Parties the additional rights to do the following for the purpose of Internal Use:

9.1.1. subject to clause 9.3, store on its internal system and/or virtual storage system, copies of self-scanned Articles created under the terms of this Licence for the Indefinite Access Period; and/or

9.1.2. subject to the MMO supporting Indefinite Access, continue to access Digital Copies via the links provided by the MMO for the Indefinite Access Period; and/or

9.1.3. subject to clause 9.3, 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.

9.2. 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 Indefinite Access Period 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 a Digital Copy are deleted from the Licensed Parties' systems within 5 days of NLA notifying the Licensee that rights to such Digital Copy have been withdrawn by the relevant publisher.

9.3. Where Articles are stored in accordance with clause 9.1.1 and/or 9.1.3, 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.

9.4. The Licensee acknowledges that Indefinite Access shall only apply to those NLA Publications that have permitted such an extension of rights. A full list of the excluded titles can be found on NLA's website.

10. LIMITATIONS TO THE PERMITTED ACTS

The Licensee:

10.1 acknowledges that, unless the Licensee has purchased and continues to hold Extended Access or Indefinite Access, these Terms do not permit any Licensed Party (nor Staff member or Permitted User) to create a library or archive of Articles (including but not limited to any systematic storing and indexing of Articles);

10.2. acknowledges and agrees that the Permitted Acts set out in these Terms do not permit the creation of summaries of Articles save to the extent permitted by law;

10.3. acknowledges that these Terms only permit Staff and/or Permitted Users (and, to the extent applicable, PRCs and/or TPAs) 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 for a list of such territories); and

10.4. acknowledges that any PRC and/or TPA (as applicable) to which it makes 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.

10.5. acknowledges and agrees that the Licensed Parties shall not use the logo or masthead of any NLA Publication save as expressly permitted in these Terms.

10.6. acknowledges and agrees that these Terms do not grant any rights in respect of using and the Licensed Parties shall not use nor authorise or permit any other person to use NLA-represented content for the purpose of or in connection with:

10.6.1. (i) training, re-training, fine-tuning, adapting, augmenting, grounding, optimising or improving; (ii) prompting, inputting or uploading to or generating or extracting outputs from; or (iii) developing, testing, evaluating, validating or otherwise operating; any form of generative or other artificial intelligence (AI) system (including without limitation any foundational or large language model, dataset or algorithm) or other machine learning technology; or

10.6.2. text and data mining, indexing and other computational analysis and automated analytical techniques.

11. AFFILIATES AND FRANCHISEES

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

11.1. that the obligations in these Terms will apply to its Affiliates and/or Franchisees as if they were the Licensee;

11.2. that it will be responsible for ensuring that its Affiliates and/or Franchisees observe these Terms;

11.3. that it will be liable for any breach of these Terms by (or caused by) any Affiliates and/or Franchisees; and

11.4. that any such breach by any Affiliates and/or Franchisees will also constitute a breach of these Terms by the Licensee.

12. GENERAL OBLIGATIONS OF THE LICENSEE

12.1. The Licensee warrants and represents that:

12.1.1. it will make (and it has made) accurate and true statements in submitting and updating Licence Details, and in otherwise providing information to NLA;

12.1.2. it will pay the Licence Fee in accordance with clause 13;

12.1.3. it will pay the Indemnity Fee in accordance with clause 13, if applicable;

12.1.4. without affecting NLA's rights under clause 12.2, if the Licence Details become (or are about to become) inaccurate in any way during the term of the Licence, the Licensee will:

12.1.4.1. promptly inform NLA; and

12.1.4.2. submit revised Licence Details prior to the Renewal Date;

12.1.5. if any of the Licensed Parties undertakes Frequent copying on its own behalf and on behalf of its Affiliates and/or Franchisees, it will supply such details of the extent and nature of its copying as may reasonably be requested by NLA;

12.1.6. 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;

12.1.7. to the extent applicable, it will not exceed the maximum number of Permitted Users specified in the Licence Details;

12.1.8. it will notify Staff of, and use reasonable endeavours to ensure their compliance with, these Terms;

12.1.9. it will use reasonable endeavours to ensure that each Article made available as part of the regular clippings service (or other similar service) of any of the Licensed Parties includes the notice: "NLA licensed copy. No further copies may be made except under licence";

12.1.10. it will monitor the levels and methods of copying by the Licensed Parties;

12.1.11. neither the Licensed Parties nor any of their Staff nor Permitted Users shall acquire any intellectual property rights in any Articles, NLA Publications, NLA Publisher Websites, nor any Web Media Monitoring Material;

12.1.12. 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;

12.1.13. it will maintain at all times during the Initial Term and any Renewal Period(s) adequate and proper records for inspection by an independent firm of accountants (or such other professional as NLA may determine or agree to be necessary) acting on NLA's behalf (Inspector):

(i) in accordance with generally accepted accounting practices and other relevant standards; and
(ii) as appropriate and sufficient to verify,

the Licensed Parties' compliance with their obligations under these Terms, including to enable verification of the accuracy of the Licence Fee and Web Media Monitoring Material received from an MMO (the Records);

12.1.14. it will procure access to relevant personnel and premises from which the Licensed Parties exercise or perform their rights or obligations under or in connection with these Terms, for an Inspector to inspect and audit the Records, any website, application, online platform and any other applicable systems, in each case as may be necessary for NLA and/or the Inspector to:

(i) verify compliance with the Licensed Parties' obligations under these Terms;
(ii) ensure that each of the Licensed Parties is properly licensed by NLA,

provided the Inspector accesses the Licensed Parties' premises and personnel during Working Hours on not less than three (3) Working Days' notice for the purposes of an inspection and audit where NLA reasonably suspects that any Licensed Parties is in breach of these Terms or infringing any copyright or other rights in a Publication or a Publisher Website. NLA's failure to notify the Licensee of any deficiency or breach that is identified during an inspection and audit is not a waiver of any of NLA's rights including any claim that NLA may have against the Licensed Parties.

12.1.15. 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 Publication or NLA Publisher Website; and

12.1.16. 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 (or their Staff or Permitted Users), except to the extent expressly extended by these Terms.

12.2. In the event the Licence Details become inaccurate in any way during the term of the Licence, NLA is entitled to invoice the Licensee for any additional fees that may be due based upon the most applicable current Price List(s) at the time.

13. FEES, PAYMENT AND RENEWAL

13.1. The Licence Fee and (if applicable) the Indemnity Fee are:

13.1.1. 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

13.1.2. calculated in accordance with the relevant sections of the applicable Price Lists.

13.2. 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.

13.3. 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.

13.4. 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 Lists 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.

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

13.6. 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.

13.7. NLA reserves the right to revise the Licence Fee no more than once in every calendar year. Any revisions to the Licence Fee shall take effect on the next 1 April.

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

13.9. If any inspection and audit reveals an underpayment of any amount due under these Terms, including underpayment as a result of unlicensed acts of copying, the Licensee must pay the amount of the underpayment (plus any applicable interest under clause 13.5) to NLA in full within twenty (20) Working Days from receipt of an invoice or notice to do so.

13.10. NLA will be responsible for its costs arising from any audit unless it reveals: (i) an underpayment of over five percent (5%) of any monies due to NLA; or (ii) any material breach of these Terms not related to payment, in which case the reasonable costs of the audit will be paid by the Licensee without prejudice to any other legal rights or remedies which NLA may have.

14. TERM AND TERMINATION

14.1. These Terms shall run for the Initial Term from the Commencement Date subject always to clause 14.2 and renewal under clause 13.3.

14.2. 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 (upon expiry of the notice) on a pro rata basis.

14.3. NLA may terminate these Terms with immediate effect if:

14.3.1. any of the Licensed Parties, Staff or Permitted Users 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;

14.3.2. 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; or

14.3.3. the Licensee ceases to comply with any of the requirements to be eligible for this Licence,

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

15. LIABILITY AND INDEMNITY

15.1. 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 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.

15.2. 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 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.

15.3. The indemnities in clauses 15.1 and 15.2 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 and/or the publishers 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.

16. GENERAL

16.1. 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 Law 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.

16.2. 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).

16.3. NLA may on the expiry of 7 days' notice suspend the Licensed Parties' rights under these Terms if NLA has reason to believe that any Licensed Party or any Permitted User has 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).

16.4. 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.

16.5. 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.

16.6. 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.

16.7. 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 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.

16.8. 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.

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

16.10. 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 Working Hours and the next Working Day if sent outside of Working Hours.

16.11. 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 Working Hours and the next Working Day if sent outside of Working 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.

16.12. 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.

16.13. NLA may update these Terms from time to time. The revised Terms will be applicable following any renewal under clause 13. 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, and as provided in clause 13.7, these Terms may not be amended except in writing and signed by NLA and the Licensee.

16.14. 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.

16.15. 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.

16.16. In the event of an inconsistency between these NLA Business Licence Terms and Conditions and the wording of any Price List, these NLA Business Licence Terms and Conditions shall prevail.

16.17. 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.

16.18. 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.

16.19. 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.

16.20. NLA shall not use the name, logo, trademarks or service marks of the Licensed Parties or make any announcement which mentions the Licensed Parties without the Licensee's prior written approval. The Licensed Parties shall not use the name, logo, trademarks or service marks of NLA or make any announcement which mentions the NLA without NLA's prior written approval or save as expressly permitted by these Terms.

16.21. Each party shall comply with all applicable laws and regulations in the performance of its obligations under these Terms.

16.22. Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect. Termination of these Terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

Business Licence Appendix

List of Affiliates

media access

Name of Licensee (Organisation taking the NLA Licence): _____

Staff headcount: _____ **Start date of Licence:** ___ ___ ___

	Affiliate Name (organisations covered by the Licensee above)	Staff headcount	Registered company number *(if known)*	Website domain name *(if known)*
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
Total		0	0	

Save