



media
access

Supporting journalism

Web End User Licence

Web End User Licence



NLA media access is a copyright licensing organisation representing newspaper and magazine publishers.

About the Licence

The Web End User Licence ("WEUL") grants organisations permission to receive alerts and links to NLA represented content on publisher websites.

Please complete this interactive application in conjunction with the Web End User Price List, save and return.

Organisation Name	_____	Contact Name	_____
Address	_____	DDI Number	_____
_____	Postcode	_____	Switchboard Number
_____	_____	_____	_____
Number of Employees	_____	Email	_____
Number of Permitted Users	_____	Website	_____
Supplier(s) of Media Monitoring Material _____			
Start date of your Media Monitoring Service DD MM YYYY _____			

Please tick option required:

Do you want to print more than one copy of an Article?

Yes

No

Are you a PR agency or trade/professional association wanting to supply clients or members with Media Monitoring Material*?

Yes

No

Do you want to perform searches on the MMO website?

Yes

No

Do you want to include your Affiliates within your WEUL?

Yes

No

If yes, please provide Affiliate company names

Extended or Indefinite Access

Do you want to have Extended Access (up to 365 days) to your content within this Licence?

Yes

No

Do you want to have Indefinite Access (no time period) to your content within this Licence?

Yes

No

In conjunction with reading the WEUL price list, please state if you will be paying on the Fixed or Variable Rate.

Fixed

Variable

* If yes, please complete a client details form.

Continues...

Web End User Licence



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.

☐

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



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.

1. DEFINITIONS USED IN THESE TERMS

'Affiliate'

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'

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

'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;

'Extended Access'

the Permitted Acts set out in clause 6.1 of these Terms;

'Extended Access Fee'

the fee payable for Extended Access;

'Extended Access Period'

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 Extended Access;

'External Copying Fee'

the fee payable for the Permitted Acts set out in clause 5, 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;

'Franchisee'

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 7.1 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 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'

the initial 12 month period specified in the Licence Details;

'Licence Details'

the Web End User Licence application form and Affiliates appendix completed by 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 Price List and the Licence Details;

'Licensed Activities'

the Permitted Acts listed in clauses 3 to 7 (as applicable);

'Licensed Parties'

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

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.

'Licensee'

the licensed entity entering into these Terms, as described in the 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 the Licensee has entered into an arrangement under which the organisations will provide Web Media Monitoring Material to the Licensee 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 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;

'Permitted Acts'

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 Web Media Monitoring Material in accordance with the Licence Details;

'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 List'

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':

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

'Renewal Form'

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

'Renewal Period'

a period of 12 months;

'Search Access'

the Permitted Acts set out in clause 4 of these Terms;

'Search Access Fee'

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

'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 Web End User Licence terms, the Licence Details, the Price List and any 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 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;

'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 Licensee a non-exclusive worldwide licence for each of its Permitted Users 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 and/or 7, as the Licensee has opted to include in its Licence, as set out in the Licence Details.

3. PERMITTED ACTS: ALL LICENSEES

- 3.1. 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 licence for each of its Permitted Users to do the following for the Licensed Parties' internal commercial purposes:

3.1.1. receive Web Media Monitoring Material from the MMO;

3.1.2. retrieve and display each Article on screen; and

3.1.3. make on paper copy of each Article.

4. PERMITTED ACTS: SEARCH ACCESS

If the Licensee opts in the Licence Details to purchase Search Access, then in consideration of payment of the Search Access Fee and subject to the parameters set out in the Price List and the Licence Details, NLA grants the Licensee the additional right for each of its Permitted Users to do the following for the Licensed Parties' internal commercial purposes:

- 4.1. search the MMO's database of Articles; and
- 4.2. receive the search results via email in the form of Web Media Monitoring Material.

5. PERMITTED ACTS: EXTERNAL COPYING

- 5.1. In consideration of the External Copying Fee, NLA grants the Licensed Parties the non-exclusive rights to provide Web 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 Web Media Monitoring Material solely for the purpose of providing professional advice to the Licensed Parties.
- 5.2. 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 Web Media Monitoring Material.

6. PERMITTED ACTS: EXTENDED ACCESS

- 6.1. 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 Permitted users (as applicable) of the Licensee the additional rights to do the following for the Licensed Parties' internal commercial purposes:
- 6.1.1. continue to access the Articles via the Web Media Monitoring Material provided by the MMO for the Extended Access Period subject to the MMO supporting Extended Access; and/or
- 6.1.2. subject to clause 6.2, if the MMO does not yet support Extended Access, store, on its internal system and/or virtual storage system, the Web Media Monitoring Material made available by the MMO for the Extended Access Period.

- 6.2. The Licensee undertakes, on behalf of itself and the Licensed Parties, to ensure that all copies of Articles and/or Web Media Monitoring Material 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 Articles and/or Web Media Monitoring Material are deleted from the Licensed Parties' systems within 5 days of NLA notifying the Licensee that rights to such Articles and/or Web Media Monitoring Material have been withdrawn by the relevant publisher.

- 6.3. Where Articles and/or Web Media Monitoring Material are stored in accordance with clause 6.1.2, 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 and/or Web Media Monitoring Material.

7. PERMITTED ACTS: INDEFINITE ACCESS

- 7.1. 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 and subject to clause 7.5 NLA grants Permitted users (as applicable) of the Licensee the additional rights to do the following for the Licensed Parties' internal commercial purposes:

7.1.1. continue to access the Articles via the Web Media Monitoring Material provided by the MMO for the Indefinite Access Period subject to the MMO supporting Indefinite Access; and or

7.1.2. subject to clause 7.2, if the MMO does not yet support Indefinite Access, store, on its internal system and/or virtual storage system, the Web Media Monitoring Material made available by the MMO for the Indefinite Access Period.

- 7.2. The Licensee undertakes, on behalf of itself and the Licensed Parties, to ensure that all copies of Articles and/or Web Media Monitoring Material 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 Articles and/or Web Media Monitoring Material are deleted from the Licensed Parties' systems within 5 days of NLA notifying the Licensee that rights to such Articles and/or Web Media Monitoring Material have been withdrawn by the relevant publisher.

- 7.3. Where Articles and/or Web Media Monitoring Material are stored in accordance with clause 7.1.2, 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 and/or Web Media Monitoring Material.

- 7.4. The Licensee acknowledges that the rights permitted under clause 7.1 shall only apply to those NLA Publications that have permitted Indefinite Access. A full list of the excluded titles can be found on NLA's website.

8. LIMITATIONS TO THE PERMITTED ACTS

The Licensee:

- 8.1. 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 and/or Web Media Monitoring Material (including but not limited to any systematic storing and indexing of Articles and/or Web Media Monitoring Material);
- 8.2. acknowledges that the Permitted Acts set out in these Terms do not permit the creation of summaries of Articles and/or Web Media Monitoring Material save to the extent permitted by law;
- 8.3. acknowledges that that these Terms only permit Staff and/or Permitted User (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
- 8.4. acknowledges that any PRC and/or TPA (as applicable) to which it makes Articles and/or Web Media Monitoring Material available must obtain a licence directly from NLA or the relevant publishers of the Articles and/or Web Media Monitoring Material if it wishes to undertake acts which are not expressly licensed by these Terms and would otherwise constitute an infringement under any applicable law.
- 8.5. 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.
- 8.6. 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:
- 8.6.1. (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
- 8.6.2. text and data mining, indexing and other computational analysis and automated analytical techniques.

9. AFFILIATES AND FRANCHISEES

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

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

10. GENERAL OBLIGATIONS OF THE LICENSEE

- 10.1. The Licensee warrants and represents that:
- 10.1.1. it will make (and agrees that it has made) accurate and true statements in the Licence Details, and in otherwise providing information to NLA;
- 10.1.2. it will pay the Licence Fee to NLA in accordance with clause 11;
- 10.1.3. it will pay the Indemnity Fee in accordance with clause 11, if applicable;
- 10.1.4. without affecting NLA's rights under clause 10.2, if the Licence Details become (or are about to become) inaccurate in any way during the term

of the Licence, the Licensee will:

10.1.4.1. promptly inform NLA; and

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

10.1.5. 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.

10.1.6. it shall not exceed the maximum number of Permitted Users specified in the Licence Details;

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

10.1.8. neither it nor any of its Permitted Users shall acquire any intellectual property rights in any Web Media Monitoring Material or Article;

10.1.9. 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;

10.1.10. 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;

10.1.11. 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;

10.1.12. 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);

10.1.13. 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.

10.2. 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.

11. FEES, PAYMENT AND RENEWAL

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

11.1.1. 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

11.2. calculated in accordance with the relevant sections of the Price List.

11.3. 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.

11.4. 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.

11.5. 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 Web Media Monitoring Material.

11.6. 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.

11.7. 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.

11.8. 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.

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

11.10. 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 11.6) to NLA in full within twenty (20) Working Days from receipt of an invoice or notice to do so.

11.11. 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.

12. TERM AND TERMINATION

12.1. These Terms shall run for the Initial Term from the Commencement Date subject always to clause 12.2 and renewal under clause 11.

12.2. 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 and any refunds due in relation to any reduction in the number of websites participating in the scheme.

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

12.3.1. any of the Licensed Parties or Staff commits or causes any material breach of any provision of these Terms and (in the case of a remedial breach only) remains in breach 14 days after receiving notice to remedy such breach;

12.3.2. 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

12.3.3. 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.

13. LIABILITY AND INDEMNITY

13.1. These Terms shall run for the Initial Term from the Commencement Date subject always to clause 12.2 and renewal under clause 11.

13.2. 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 and any refunds due in relation to any reduction in the number of websites participating in the scheme.

13.3. NLA may terminate these Terms:

13.3.1. 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

13.3.2. with immediate effect if the Licensee becomes insolvent, goes into a voluntary liquidation, is wound up, or suffers any event similar to (or which is a local equivalent in the Licensee's jurisdiction of) the foregoing.

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

14. GENERAL

14.1. 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.

- 14.2. 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).
- 14.3. NLA may, on the expiry of 7 days' 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 and/or Web Media Monitoring Material in material breach of these Terms.
- 14.4. NLA warrants that it is authorised by the publishers of NLA Publisher Websites to make the grant of rights set out in clause 2.
- 14.5. 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.
- 14.6. 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.
- 14.7. 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.
- 14.8. 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.
- 14.9. NLA may assign the benefit of this agreement and may delegate any of its duties under this agreement.
- 14.10. 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 Working Hours and the next Working Day if sent outside of Working Hours.
- 14.11. 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.
- 14.12. 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.
- 14.13. NLA may update these Terms from time to time. The revised Terms will be applicable following any renewal under clause 11. 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. Save as aforesaid, and as provided in clause 11.8, these Terms may not be amended except in writing signed by NLA and the Licensee.
- 14.14. 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.
- 14.15. 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 10.1) each publisher of an NLA Publisher Website.
- 14.16. 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.
- 14.17. 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.
- 14.18. 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.
- 14.19. 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.
- 14.20. 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 NLA without NLA's prior written approval or save as expressly permitted by these Terms.
- 14.21. Each party shall comply with all applicable laws and regulations in the performance of its obligations under these Terms.
- 14.22. Any provisions 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 or 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.