



media
access

Supporting journalism

PR Client Service Licence

Terms and Conditions

This NLA Licence is only available to PR Agencies (as defined below).
If you do not qualify for this Licence please contact NLA to discuss your licensing needs.

1. DEFINITIONS USED IN THESE TERMS

“Affiliates”

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

“Articles”

an article (whether in paper or digital format) in an NLA Publication or on an NLA Publisher Website, including without limitation: (i) articles, artistic works or other items or (ii) a copy of the whole or part (including the headline) of such an article or other item;

“Client”

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

“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 and/or received from a MMO;

“Extended Access”

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

“Extended Access Fee”

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

“Extended Access Period”

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

“Indefinite Access”

the Permitted Acts set out in clause 3.9 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 Price List which is current at the time the fee is calculated;

“Initial Term”

the initial 12 month period;

“Internal Use”

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

“Licence Details”

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

“Licensed Activities”

the permitted acts listed in clauses 3 to 4 (as applicable);

“Licence Fee”

the applicable fee for the Permitted Acts payable from the Commencement Date in respect of ongoing copying, as determined in accordance with the applicable Price List and the Licence Details;

“Licensed Parties”

the Licensee and any Affiliates;

“Licensee”

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

“MMO”

any one or more media monitoring organisations (for example, press cuttings agency and/or web aggregator service) or other entity with whom any of the Licensed Parties has entered into an arrangement under which the organisation will provide Web Media Monitoring 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 Articles”

an Article in paper format;

“Permitted Act”

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

“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;

“PR Agency”

an organisation whose primary purpose is the provision of PR Services to Clients;

“PR Services”

professional public relations services activities such as the production of information to promote the interests of Clients via the media;

“Price List”

the list of the NLA's prices from time to time in force which are applicable to this Licence, a copy of which is available from www.nlamediaaccess.com;

“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 Licence application form;

“Small PR Agency”

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

“Staff”

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

“Terms”

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

“Web Media Monitoring Material”

a hyperlink to an Article on a NLA Publisher Website with (if any): (i) accompanying text extract, relating to the Article and (ii) associated metadata relating to the Article; (including without limitation bylines, website name and word count), as supplied to the Licensed Parties by a MMO.

“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 clauses 3 and 4 (if applicable) below, together with such of the Permitted Acts set out in clauses 5 or 6, as the Licensee has opted to include in its Licence, as set out in the Licence Details.

3. PERMITTED ACTS: ALL LICENSEES

In consideration of the payment of the Licence Fee and subject to the parameters set out in the Price Lists and Licence Details, NLA grants the Licensed Parties the non-exclusive rights to:

- 3.1. do the following on an Occasional basis solely for the purpose of creating copies of Articles for Clients:
 - 3.1.1. make photocopies of Paper Articles;
 - 3.1.2. fax Paper Articles;
 - 3.1.3. scan Articles from NLA Publications and print out and scan Articles from NLA Publisher Websites (other than those marked "ND" in the Publication List);
 - 3.1.4. print hard copies of Digital Articles;
 - 3.1.5. electronically copy and paste Digital Articles and/or Web Media Monitoring Material into an e-mail or other document for forwarding to Clients;
- 3.2. provide Paper Articles and / or Digital Copies and / or Web Media Monitoring Material to Clients, and for such Clients to receive, and (to the extent relevant) open, retrieve and / or display such Articles on screen only (subject to clause 5.4 below).
- 3.3. to include copies of Articles in powerpoints and hardcopy storyboards prepared for Client pitches (provided such powerpoints and storyboards are not made available to any third party either in hard copy or digital form (including without limitation through the internet) and are not used in any other form of marketing material or advertising material;
- 3.4. receive a copy of Articles otherwise provided to Clients via a media monitoring alerts service and open retrieve and display such Articles on screen only (it being acknowledged that if the Licensed Parties wish to make any further use of such Articles except as set out in this Licence such use is subject to Licensee holding an appropriate licence);
- 3.5. provide one copy of Articles to the Licensed Party's media evaluation advisor, solely for the purposes of that advisor providing media evaluation advice;

4. PERMITTED ACTS: SMALL PR AGENCIES

- 4.1. If the Licensee is a Small PR Agency, the Licensee may, in addition to the Permitted Acts set out in clause 3 above, do the following for the purposes of Internal Use only:
 - 4.1.1. make photocopies of Paper Articles;
 - 4.1.2. scan in Articles from NLA Publications and NLA Publisher Websites (other than those marked "ND" on the Publication List);
 - 4.1.3. electronically copy and paste Digital Articles and/or Web Media Monitoring Material into an e-mail or other document and/or make such an e-mail or other document available to Staff; and
 - 4.1.4. receive, open and view e-mails containing Digital Articles) and/or Web Media Monitoring Material (or e-mail attachments comprising Digital Articles).

5. PERMITTED ACTS: EXTENDED ACCESS

- 5.1. 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 (as applicable) of the Licensed Parties the additional rights to do the following for the purpose of Internal Use:
 - 5.1.1. subject to clause 5.3, 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
 - 5.1.2. 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
 - 5.1.3. subject to clause 5.3, 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.
- 5.2. 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' system within 5 days of NLA notifying the Licensee that rights to such Digital Copy have been withdrawn by the relevant publisher.

- 5.3. Where Articles are stored in accordance with clause 5.1.1 or 5.1.3, 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.

6. PERMITTED ACTS: INDEFINITE ACCESS

- 6.1. 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:
 - 6.1.1. subject to clause 6.3, 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
 - 6.1.2. 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
 - 6.1.3. subject to clause 6.3, 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.
- 6.2. 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' system within 5 days of NLA notifying the Licensee that rights to such Digital Copy have been withdrawn by the relevant publisher.
- 6.3. Where Articles are stored in accordance with clause 6.1.1 and/or 6.1.3, 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.
- 6.4. The Licensee acknowledges that the Indefinite Access rights under clause 6.1 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.

7. LIMITATIONS TO THE PERMITTED ACTS

The Licensee acknowledges and agrees that:

- 7.1. unless the Licensee has purchased and continues to hold Extended Access or Indefinite Access, these Terms do not permit any Licensed Party (nor any Staff or Client) to create a library or archive of Articles (including but not limited to any systematic storing and indexing of Articles);
- 7.2. the Permitted Acts set out in these Terms do not permit the creation of summaries of Articles save to the extent permitted by law;
- 7.3. (except if Licensee is a Small PR Agency) these Terms do not permit the copying of Articles for the Licensed Parties' own Internal Use;
- 7.4. these Terms only permit the Licensed Parties to carry out the Permitted Acts in the United Kingdom (including the Channel Islands and the Isle of Man) and those countries in relation to which NLA has not licensed a third party to collect copyright licence fees on its behalf (see www.nlamediaaccess.com for a list of such territories); and
- 7.5. any Client to which the Licensed Parties make Articles available must obtain a licence directly from NLA or the relevant publishers of the Articles if it wishes to undertake acts which are not expressly licensed by these Terms and would otherwise constitute an infringement under any applicable law.
- 7.6. the Licensed Parties shall not use the logo or masthead of any NLA Publication save as expressly permitted in these Terms.
- 7.7. 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:
 - 7.7.1. (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
 - 7.7.2. text and data mining, indexing and other computational analysis and automated analytical techniques.

8. GENERAL OBLIGATIONS OF THE LICENSEE

- 8.1. The Licensee shall once a year provide to NLA the company names of the Clients to whom the Licensed Parties are supplying copies of Articles. It being acknowledged and agreed that NLA reserves the right to contact such Clients to confirm such Client's NLA licence requirements (if any).
- 8.2. The Licensee warrants and represents that:
 - 8.2.1. it will make (and it has made) accurate and true statements in

	submitting and updating Licence Details, and in otherwise providing information to NLA;	notification by NLA to the Licensee that its licence has been granted; and
8.2.2.	it will pay the Licence Fee in accordance with clause 9;	9.1.2. calculated in accordance with the Price List.
8.2.3.	it will pay the Indemnity Fee in accordance with clause 7, if applicable;	9.2. 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.
8.2.4.	without affecting NLA's rights under clause 8.3, if the Licence Details become (or are about to become) inaccurate in any way during the term of the Licence, the Licensee will:	9.3. 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.
8.2.4.1.	promptly inform NLA; and	9.4. On renewal, the Licence Fee payable will be based upon (i) the most up-to-date Licence Details held by NLA at the time, (ii) the applicable current Price List, and (iii) to the extent necessary, NLA's reasonable assumptions as to the extent of the Licensee's Permitted Acts in relation to Articles.
8.2.4.2.	submit revised Licence Details prior to the Renewal Date;	9.5. 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.
8.2.5.	it will supply such details of the extent and nature of its copying as may reasonably be requested by NLA;	9.6. 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.
8.2.6.	it will use reasonable endeavours to ensure that the Permitted Acts are only undertaken for the purposes describing those Permitted Acts;	9.7. 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.
8.2.7.	it will notify Affiliates, Staff and Clients of, and use reasonable endeavours to ensure their compliance with, these Terms including that Affiliates, Staff and Clients shall be advised that they must not further reproduce, copy, or distribute Articles either internally (except if Licensee and / or its Client holds an appropriate licence) or to third parties;	9.8. All payments made under these Terms shall be in pounds sterling.
8.2.8.	it will use reasonable endeavours to ensure that each Article made available to Clients includes the notice: "NLA licensed copy. No further copies may be made except under licence";	9.9. 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 9.5) to NLA in full within twenty (20) Working Days from receipt of an invoice or notice to do so.
8.2.9.	neither the Licensed Parties nor any of their Staff or Clients shall acquire any intellectual property rights in any Articles, NLA Publications, NLA Publisher Websites, or any Web Media Monitoring Material;	9.10. 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.
8.2.10.	it will notify NLA promptly of any infringement of copyright in NLA Publications and/or NLA Publisher Websites (or any part of them) of which any of the Licensed Parties become aware;	10. TERM AND TERMINATION
8.2.11.	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):	10.1. These Terms shall run for the Initial Term from the Commencement Date subject always to clause 10.2 and renewal under clause 9.3.
(i)	in accordance with generally accepted accounting practices and other relevant standards; and	10.2. 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.
(ii)	as appropriate and sufficient to verify,	10.3. NLA may terminate these Terms with immediate effect if:
	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);	10.3.1. 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;
8.2.12.	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:	10.3.2. 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
(i)	verify compliance with the Licensed Parties' obligations under these Terms;	10.3.3. the Licensee ceases to comply with any of the requirements to be eligible for this Licence,
(ii)	ensure that each of the Licensed Parties is properly licensed by NLA,	and in the event of such termination by NLA, no refund shall be due to the Licensee.
	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.	11. LIABILITY AND INDEMNITY
8.2.13.	NLA shall not incur any liability to any of the Licensed Parties in respect of any harm or offence which may be caused by the use of the content of any NLA Publication or NLA Publisher Website; and	11.1. Subject to the Licensee paying the Indemnity Fee and complying with these Terms, NLA agrees to indemnify the Licensed Parties against any damages (other than damages for special, indirect or consequential loss) and/or reasonable legal costs incurred resulting from any claim by a third party that the third party's intellectual property rights have been infringed as a direct result of acts equivalent to the Permitted Acts undertaken by any of the Licensed Parties before the Commencement Date which were covered by the NLA licensing scheme in force at the time when the copying was undertaken.
8.2.14.	the rights and obligations in the terms and conditions of each NLA Publisher Website will apply to any and all use of the content of such website by the Licensed Parties, (or their Staff or Clients) except to the extent expressly extended by these Terms.	11.2. Provided the Licensed Parties comply with these Terms, NLA agrees to indemnify the Licensed Parties against any damages (other than damages for special, indirect or consequential loss) and/or reasonable legal costs incurred by any of the Licensed Parties resulting from any claim by a third party that the third party's intellectual property rights have been infringed as a direct result of the Licensed Party having undertaken Permitted Acts in accordance with these Terms.
8.3.	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.	11.3. The indemnities in clauses 11.1 and 11.2 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
9. FEES, PAYMENT AND RENEWAL		
9.1.	The Licence Fee and (if applicable) the Indemnity Fee are:	
9.1.1.	payable by the Licensee, together with any VAT (or other tax) due, upon	

compromise of any such claim without prior written consent of NLA. NLA or the publisher(s) of the material subject to such claim will be entitled in the Licensed Party's name to conduct the defence of the claim and to compromise it as in NLA's (or the relevant publisher's) discretion it sees fit.

12. GENERAL

- 12.1. It is acknowledged that the parties hereto may use personal information for the administration of this Licence ('Personal Data'). Each party shall observe the 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 are set out in the NLA media access Privacy Policy, a copy of which is available from www.nlamediaaccess.com.
- 12.2. 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).
- 12.3. NLA may on the expiry of 7 days' notice: (i) suspend the Licensed Parties' rights under these Terms if NLA has reason to believe that any of the Licensed Parties or any Staff have materially breached these Terms or the terms of any other agreement with NLA (or with a publisher of an NLA Publication or an NLA Publisher Website), or (ii) request that the Licensed Parties suspend delivery of Articles to a particular Client if NLA has reason to believe that such Client is breaching publishers' intellectual property rights.
- 12.4. 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.
- 12.5. 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.
- 12.6. 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.
- 12.7. These Terms shall be deemed to complement and extend the statutory rights of the Licensed Parties, including but not limited to those rights arising under the Copyright, Designs and Patents Act 1988 (as amended from time to time) and nothing in these Terms shall constitute a waiver of any statutory rights held by the Licensee from time to time.
- 12.8. Neither the Licensed Parties nor any Staff may assign, sublicense or otherwise transfer all or any part of the rights or obligations granted under these Terms without the prior written consent of NLA.
- 12.9. NLA may assign the benefit of this agreement and may delegate any of its duties under this agreement.
- 12.10. 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.
- 12.11. 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.
- 12.12. 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.
- 12.13. NLA may update these Terms from time to time. The revised Terms will be applicable following any renewal under clause 9. If NLA wishes to make effective any changes to the Terms prior to renewal, it may do so by notifying the Licensee via the email address or mail address provided in the Licence Details. If the Licensee does not wish to accept the new Terms it should no longer exercise the rights under these Terms and contact NLA for a pro-rata return of any remaining Licence Fee. Save as aforesaid, these Terms may not be amended except in writing and signed by NLA and the Licensee.
- 12.14. 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.
- 12.15. No person other than NLA and the Licensee shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce these Terms. This clause does not affect any right of any person which exists otherwise than under that Act.
- 12.16. In the event of an inconsistency between these NLA PR Client Service Licence Terms and Conditions and the wording of the Price List, these NLA PR Client Service Licence Terms and Conditions shall prevail.

12.17. 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.

12.18. 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.

12.19. 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.

12.20. 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.

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

12.22. 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.