

Please enter below details of the person who will be responsible for dealing with the CLA Licence and who will act as the main contact.

Licensing Co-ordinator

Name

Position

Address
(if different from above)

Phone Ext

Fax

E-mail

Estimated Number of photocopiers⁸

Estimated Number of scanners

CLA treats personal information lawfully and correctly. To this end CLA fully endorses and adheres to the principles of data protection, as set out in the Data Protection Act 1998.

NOTES

- 1 List all subsidiary and holding companies covered by this Licence. Please refer to the Licence Terms and Conditions for a definition of Affiliated Company.
- 2 The number of Professional Employees on which the Licence Fee is based must include all Professional Employees of all the companies listed. Please refer to the enclosed Rate Card for a definition of Professional Employee. If you are a small business with less than 50 employees you do not need to complete this box.
- 3 Please enter the total number of full time equivalent staff in your organisation. If you have less than 50 employees you qualify as a small business. Please see CLA Rate Card for the appropriate pricing.
- 4 The date on which you wish the Licence to commence should be entered here.
- 5 Indemnity for past copying. By backdating the Licence you will be entitled to the indemnity in clause 10 of the Terms and Conditions from the date of commencement whereby all acts done in accordance with the Terms and Conditions will be covered. The maximum term for backdating is six years. Alternatively, if your organisation has been copying for less than six years, please indicate the copying commencement date in the box provided. If no copying has taken place, please tick the 'NO' box on the application form. Please see the current Rate Card for fees relating to indemnity for past copying.
- 6 A description of your principal business activity should be entered here.
- 7 The 2-digit SIC code of your principal business activity should be entered here. For a list of SIC codes, please refer to the enclosed Rate Card.
- 8 We request this information in order to supply you with sufficient stickers/support materials to go next to copiers/scanners. If the actual numbers are not known, please give an estimate. Additional support materials can be requested at a later date.

Business Licence

Terms and Conditions

Introduction

This Licence records the terms on which CLA, as agent for the Authors' Licensing and Collecting Society Ltd, the Design & Artists Copyright Society Ltd, the Publishers Licensing Society Ltd and various reproduction rights organisations overseas, grants a licence to businesses within the United Kingdom to photocopy, scan or otherwise reproduce, and to use or to re-use extracts from material published in hard copy and electronic form in which copyright subsists

1. DEFINITIONS AND INTERPRETATION

1.1 In this Licence the following meanings shall apply:

Affiliated Company: any subsidiary or holding company (including any subsidiary of such holding company) located in the United Kingdom where 'subsidiary' and 'holding company' have the meanings set out in s. 1159 Companies Act 2006;

Authorised Persons:

- i) for Paper Copies: employees of the Licensee, workers and consultants engaged by the Licensee; and
- ii) for Digital Copies: those individuals in i) above who are permitted by the Licensee to have access to the Licensee's Intranet, whose identity is authenticated at the time of login and periodically thereafter consistent with current best practice and whose conduct is subject to regulation by the Licensee;

where 'workers' has the meaning given to it by the Employment Rights Act 1996 and 'consultants' means individuals providing consultancy services to the Licensee;

CCC Electronic-Rights Works: those works, whether in digital or hard copy form, published by a Participating US Publisher listed on CLA's website as being available for scanning and digital use or re-use;

Certificate: the certificate issued by CLA to confirm the issue, or the renewal, of the Licence to the Licensee;

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CLA's website: www.cla.co.uk or such other site as may be notified to the Licensee. A reference to a list or other information on or which can be accessed via CLA's website shall include:-

- i) both any such list or information which is stated to be of general application to all CLA licences and any stated to apply specifically to CLA licences for businesses
- ii) that list or information as periodically amended by CLA, any such amendment taking effect on the next Quarter Day after such amendment is first posted;

Commencement Date: the date noted on the first Certificate issued by CLA to the Licensee;

Copyright Notice: a statement in the following, or substantially similar, terms: "This document has been supplied under a CLA Licence. It is protected by copyright and, save as may be permitted by law, it may not be further copied, stored or on-copied electronically, even for internal purposes, without the prior permission of the Rightsholder or under the terms of a CLA Licence";

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Digital Material: still images and text from publications created and distributed in electronic form published by a Participating Digital Material Publisher, CCC Electronic-Rights Works and electronic publications originating in other countries as listed on or which can be accessed via CLA's website except Excluded Material. For the avoidance of doubt, material other than still images and text is not included in the Licence, nor is any material

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Excluded Material: those categories of work and individual works identified in the list of Excluded Categories and Works as shown on CLA's website. For the avoidance of doubt, categories of work or individual works may be excluded from Material Licensed for Photocopying, from Material Licensed for Scanning or from Digital Material or any combination thereof;

Fee: where the Licensee has less than 50 employees, the fee shown on CLA's website for small businesses or, where the Licensee has more than 50 employees, the fee calculated by multiplying the number of Professional Employees of the Licensee by the current rate shown on CLA's website as applicable to businesses or, if greater, the minimum fee, if any, shown on CLA's website. The fee for the first year of the Licence is as shown on the Certificate and for subsequent years shall be calculated by multiplying the relevant rate per Professional Employee (as shown on CLA's website prevailing three months prior to the anniversary of the Commencement Date) by the number of Professional Employees of the Licensee as used for the calculation of the fee for the previous year or such number as is determined in accordance with clause 3.5;

Licence: the licence granted by Clause 2;

Licensed Copies: either Paper Copies or Digital Copies as appropriate;

Licensed Material: any and all Material Licensed for Photocopying, Material Licensed for Scanning and Digital Material;

Licensee: the company and any Affiliated Companies whose Professional Employees have been included in the calculation of the Licence Fee as listed on the Certificate;

Licensee's Intranet: the computer network, or any sub-site of such network, operated or controlled by the Licensee (whether a stand alone network or a virtual network within the Internet) which is accessible only by Authorised Persons;

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Prescribed Rate: the rate of interest prescribed from time to time pursuant to The Late Payment of Commercial Debts (Interest) Act 1998;

Professional Employee: as defined in the CLA Rate Card for businesses shown on CLA's website;

Quarter Day: 1st January, 1st April, 1st July or 1st October;

Rightsholder: any person owning or controlling the copyright in any Licensed Material;

Scanning Mandate Territories: the United Kingdom, Australia, Canada (including Quebec), Denmark, France, Hong Kong, Ireland, Norway, Spain, South Africa and Switzerland;

1.2 All references to the singular in this Licence may include the plural and vice versa as the context so requires and references to any gender shall include both genders.

2. GRANT OF LICENCE

2.1 On the issue of the Certificate, CLA grants to the Licensee and, as appropriate, Authorised Persons the non-exclusive right, subject to the terms and conditions set out in the following clauses, to:

2.1.1 make, or permit the making of, Paper Copies and to distribute, or permit the distribution of, such Paper Copies to Authorised Persons;

2.1.2 scan, or permit the scanning of, Material Licensed for Scanning to produce Digital Copies provided that, subject to clause 6, the Licensee shall use reasonable endeavours to identify whether it subscribes to a digital version of the work in question and, if so, to use that digital version instead of creating a Digital Copy by scanning;

- 2.1.3 make available, or permit the making available of, Digital Copies, in both cases solely within the Licensee's Intranet. This includes, for the avoidance of doubt, the indexing, searching, opening, viewing, printing and presentation or display in electronic form of Digital Copies, but not any storage beyond that permitted by clause 7;
- 2.1.4 make copies of Paper Copies;
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 - i) contain a Copyright Notice; and
 - ii) identify the publisher, author and/or creator of the literary or artistic work(s) included within the Licensed Copy and, where the Licensed Copy includes Digital Material, the Uniform Resource Locator (URL) of that Digital Material.
- 2.2 All the rights and permissions granted by clause 2.1 (other than in clause 2.1.5) must be exercised:
 - 2.2.1 for the Licensee's internal information purposes only (but without prejudice to clause 2.1.5); and
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3. PAYMENT AND TERM

- 3.1 The Licence shall commence on the Commencement Date and continue from year to year unless and until terminated in accordance with Clause 11.
- 3.2 The Licensee shall pay the Fee together with any VAT payable within 30 days of receipt of an invoice from CLA.
- 3.3 Subject to the Licensee complying with all terms and conditions of the Licence, CLA shall issue a new Certificate to the Licensee within 30 days of the first anniversary of the Commencement Date and each subsequent anniversary.
- 3.4 CLA reserves the right to charge interest at the Prescribed Rate on late payment of any amounts due under this Agreement.
- 3.5 The Licensee shall, at least 30 days prior to each anniversary of the Commencement Date, notify CLA of any material change (whether an increase or a decrease) in the number of its Professional Employees. The Licensee shall provide CLA with all information reasonably required to determine the accuracy of any such number as is notified by the Licensee. In default of agreement between the parties the matter may be referred to mediation in accordance with the Centre for Effective Dispute Resolution Select Mediation Procedure.

4. CONDITIONS APPLYING TO CREATION AND USE OF LICENSED COPIES

- 4.1 The Licensee must own, or have subscribed to, an original, or a copy on which it has paid a copyright fee (which shall include material supplied in either hardcopy or electronic form by a supplier licensed by CLA to provide such a service such as, but without limitation, document delivery and press cuttings suppliers), of any Licensed Material it copies, scans or uses under the terms of the Licence.
- 4.2 No Licensed Copy shall exceed the greater of 5% of any item of Licensed Material, or:
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 - 4.2.2 in the case of a published report of judicial proceedings, the entire report of a single case; or
 - 4.2.3 in the case of a book, one chapter.

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 - 5.6.2 a record is kept of all such subcontracts and that such record is provided on request to CLA;
 - 5.6.3 the Licensee shall be fully responsible for any acts or omissions of its subcontractors with respect to Licensed Material made available to such subcontractors to the extent that such acts or omissions would breach the Licence if they were acts or omissions of the Licensee; and
 - 5.6.4 the use of a sub-contractor located outside of the United Kingdom shall be deemed not to be a breach of clause 2.
- 5.7 for the avoidance of doubt, nothing in this Licence shall operate to limit any rights which the Licensee may have in relation to the use of material supplied to the Licensee in electronic form under the terms and conditions of that supply.

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- 6.1 Notwithstanding clause 2.1.2, the Licensee may only scan, or permit the scanning of, hard copies of a CCC Electronic-Rights Work under the Licence where the same is not reasonably available in digital form for the Licensee to purchase whether by subscription or otherwise.
- 6.2 The use of CCC Electronic-Rights Works are subject to such special limitations or other terms (if any) as are applicable to any individual work as identified on CLA's website.

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- 7.1 The Licensee may store Digital Copies on the Licensee's Intranet for a maximum of 30 days and Digital Copies may be stored beyond that period only if they are identified as being either part of a product, or project-related or function-specific database; such stored Digital Copies may be indexed and searchable and may be accessed by colleagues within the same workgroup, but may not be accessed on a routine basis by any other Authorised Persons.
- 7.2 Authorised Persons may also store Digital Copies for individual use and such Digital Copies may also be accessed by colleagues within the same workgroup, but may not be accessed on a routine basis by any other Authorised Persons.
- 7.3 Subject to clauses 7.1 and 7.2, Digital Copies may not be stored on a server, or systematically indexed, with the intention of creating an electronic library or similar corporate information resource.
- 7.4 On termination of this Licence the Licensee shall:
- 7.4.1 delete, as soon as practicable, from the hard drives of all its central and local servers any and all Digital Copies which may be stored there (save for those Digital Copies the retention of which is required by law), but;
 - 7.4.2 shall be entitled, except where such termination is by CLA for cause, to retain Digital Copies stored pursuant to

clause 7.1 for record purposes and shall be entitled to access such Digital Copies only to prove that such Digital Copies were a necessary part of the product or project for which they were originally identified as being stored.

The Licensee shall not otherwise be entitled to access or use such Digital Copies under the Licence except where necessary for technical backup purposes or where required by law. If so requested in writing by CLA, the Licensee shall certify that it has deleted Digital Copies in compliance with this clause.

- 7.5 The Licensee shall immediately delete from the hard drives of all its central and local servers any and all Digital Copies which may be stored there upon notice from CLA that the copyright holder believes that the Licensed Material contained in the Digital Copies infringes copyright or is or may be defamatory, obscene or otherwise unlawful.
- 7.6 The provisions of this clause 7 are without prejudice to, and are subject to the provisions of, clause 4.5.

8. OTHER OBLIGATIONS

- 8.1 The Licensee shall:
- 8.1.1 notify Authorised Persons of, and ensure their compliance with, the provisions of the Licence;
- 8.1.2 use reasonable endeavours to display adjacent to every copying machine used to make Paper Copies, and every scanner used to produce Digital Copies, any Licensee support material which CLA may periodically supply, or make available on CLA's website, to the Licensee.
- 8.2 In exercising its rights under the Licence, the Licensee shall be responsible for complying with all applicable laws of any kind including (without limitation) moral rights, data protection, the obtaining of any consents which may be required from any person, firm or company (other than those consents relating solely to copyright and/or database right), privacy or personality rights of any kind, defamation or obscenity.
- 8.3 CLA shall have the right on giving reasonable notice to the Licensee to enter any of the Licensee's premises to monitor and to verify the observance by the Licensee of its obligations under the Licence.

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- 9.1 The provisions of this clause shall only apply where an Authorised Person is visually impaired or otherwise disabled and by reason of such visual impairment or disability is unable to read or access a Licensed Copy made under the provisions of the Licence.
- 9.2 Notwithstanding the provisions of clause 4.2 the Licensee, and as appropriate Authorised Persons, may make and supply a copy (an "Accessible Copy") of part or the whole of any work within Licensed Material in any alternative format that is more accessible to an Authorised Person (as described in sub-clause 1 above), whether in digital or audio format, large or small print copies or embossed copies (whether produced in Moon or Braille or otherwise) or in other formats on, and subject to, the following conditions:
- 9.2.1 the Licensee must have lawful possession of an original copy of any work from which it makes an Accessible Copy;
- 9.2.2 the Licensee may only make an Accessible Copy of a work if and to the extent that such work is not commercially-available in a form accessible to the Authorised Person for whom the Accessible Copy is made;
- 9.2.3 each Accessible Copy that exceeds the limits set out in clause 4.2 shall contain:
- i) a statement that it is a copy of the original work made under a CLA Licence for the personal use of a visually-impaired or a disabled person and that it may not be further copied (including any electronic copying or transmission) or dealt with without permission or save as may be permitted by law; and
 - ii) the title, as well as the name of the author and publisher, of the original work and the published edition from which it is copied.
- 9.2.4 the Licensee may only charge for the supply of an Accessible Copy an amount which does not exceed the cost of making and supplying it;
- 9.2.5 any Accessible Copy produced in a digital format may include facilities for navigating around the Accessible Copy and any such other facilities or changes (such as enlargement, reduction or colour selection of the text or illustrations) as are necessary to enable the Authorised Person for whom the Accessible Copy is made to access the Accessible Copy provided that:
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 - ii) no other digital manipulation of the work is made whether by way of optical character recognition, morphing colour or shade adjustment beyond what is necessary to make the Accessible Copy accessible to the Authorised Person for whom the Accessible Copy is made;
- 9.2.6 that the Accessible Copy is only to be used for the benefit of Authorised Persons.
- 9.2.7 Accessible Copies may only be distributed in the United Kingdom except that Accessible Copies of works published within the United Kingdom may be distributed elsewhere in the European Union.

9.3 An Authorised Person is to be regarded as visually impaired or disabled for the purposes of this clause if he or she would be regarded as a "visually impaired person" in accordance with s.31F (9) of the Copyright, Designs and Patents Act 1988, or, as appropriate, as a "disabled person" in accordance with s.1 of the Disability Discrimination Act 1995.

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10.2 In the case of any Qualifying Claim, CLA shall indemnify the Licensee in respect of all reasonable legal costs, expenses and damages awarded against or incurred by the Licensee including any ex gratia payments made with the prior written consent of CLA, provided that the Licensee has complied with the terms of this Licence and has given CLA notice of any Qualifying Claim within 10 working days or, in the case of a Claim Form, within 5 working days of the same having been received by the Licensee.

10.3 The indemnity conferred by this Clause shall not apply:

10.3.1 if the Licensee is in material breach of any term of the Licence; or

10.3.2 during any period, or in respect of matters arising during such period, while the Licence is in suspense pursuant to Clause 11.

10.4 CLA shall take over responsibility for any negotiations for the settlement of any Qualifying Claim and if such Qualifying Claim cannot be resolved by negotiation CLA shall assume full responsibility for the conduct of the defence of such Qualifying Claim. The Licensee shall co-operate with CLA in this respect where reasonably requested by CLA to do so.

10.5 The Licensee shall ensure that no admission or offer of payment or indemnity shall be made or given by or on its behalf or on behalf of CLA without CLA's written consent and shall ensure that all correspondence received in connection with a Qualifying Claim is promptly passed to CLA.

10.6 The Licensee shall indemnify CLA in respect of all reasonable expenses, damages and legal costs awarded against or incurred by CLA in respect of any claim arising out of the Licensee's breach of any term of the Licence.

11. TERMINATION AND BREACH

11.1 Either party may terminate the Licence upon giving to the other at least 30 days written notice to expire on the first or any subsequent anniversary of the Commencement Date.

11.2 If the Licensee commits any material breach of any of the provisions of the Licence and remains in breach 14 days after receiving notice to remedy such breach (where the breach is remediable) then CLA, without prejudice to any of its other rights, may by notice either terminate the Licence or suspend the Licence until CLA shall be satisfied such breaches will not recur.

11.3 Either party may terminate the Licence by notice in writing to the other if and when a supervisor, administrator, receiver, administrative receiver or other encumbrancer takes possession of, or is appointed over, the whole or any substantial part of the other party's assets or if and when the other party enters into any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement under the Insolvency Act 1986) or if and when a petition is presented for the purpose of the making of an administration order or the winding-up of the other party which is not discharged within 7 days of the presentation of such a petition or if the other party is placed into liquidation or administration or if the other party is dissolved or if a resolution for the winding up of the other party is passed (other than a voluntary liquidation for the purpose of reconstruction in which all creditors' claims will be discharged in full) or if a bankruptcy petition is presented against the other party which is not discharged within 7 days of its presentation.

12. DATA COLLECTION

12.1 CLA may, no more than once in each year, require the Licensee to participate in a data collection exercise to identify the type of photocopying and scanning of Licensed Material and the use or re-use of Digital Material under the Licence which will assist CLA in distributing the Fee to authors, artists and publishers.

12.2 The data collection exercise may, without limitation, take the form of a survey or record keeping or online reporting exercise, or any combination of these, including the recording of the creation of Digital Copies, in accordance with any guidelines on data collection on CLA's website.

12.3 If selected, the Licensee shall co-operate with CLA in conducting the data collection exercise and undertakes to ensure that its employees comply with its obligations under this Clause.

12.4. CLA undertakes not to disclose any information obtained as a result of any data collection exercise except:

12.4.1 as required by a court or other authority of competent jurisdiction; or

12.4.2 in aggregated form from which the identity of the Licensee cannot be identified.

13. GENERAL

13.1 All notices given under the Licence shall be in writing and be sent by first class post, in the case of the Licensee to the address shown on the Certificate, and in the case of CLA to: Customer Services Manager, Saffron House, 6-10 Kirby Street, London EC1N

8TS (or any other address notified to the Licensee by CLA), and shall be deemed to have been served on the second working day (which shall exclude weekends and English public holidays) following the date of posting.

- 13.2 The Licence may only be varied if such variance is acknowledged in writing on behalf of a duly authorised officer of both CLA and of the Licensee.
- 13.3 The Licence is personal to the Licensee and may not be assigned or otherwise disposed of in whole or in part.
- 13.4 The Licence shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising in relation to the Licence.
- 13.5 The parties do not intend that any term of the Licence shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Licence.

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