

Law 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 law firms within the United Kingdom to make photocopies of, or otherwise reproduce, extracts from published material in which copyright subsists.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Licence the following meanings shall apply:

Associated Firms: any partnership, branch office, firm, individual or body corporate which carries on the practice or business of lawyers and/or the provision of ancillary professional or legal services in any part of the world and which carries on such practice or business under the same name as the Licensee or under a name which includes or refers to the same name as that of the Licensee, or which is associated financially with the Licensee and/or whose profits or losses (or any part thereof) are included in partnership profits with those of the Licensee, or (in the case of a corporate entity) whose shares or similar proprietorship rights are held directly or indirectly in the interests of the Licensee or in the interests of any partnership, firm, individual or body corporate which is, by virtue of this definition, an Associated Firm. A non-exhaustive list of Associated Firms at the date of signature of this Licence is included in the Application Form;

Authorised Persons:

(i) in respect of Paper Copies: partners in, employees of, or workers or consultants engaged by, the Licensee; and

(ii) in respect of Digital Copies: only those persons (a) who are partners in, employees of or are workers or consultants engaged by, the Licensee;

(b) who are permitted by the Licensee to access the Secure Network and whose identity is authenticated at the time of login and periodically thereafter consistent with current best practice; and (c) whose conduct is subject to regulation and/or subject to supervision by the Licensee;

in both cases where "workers" has the meaning given to it by the Employment Rights Act 1996 and "consultants" means individuals providing services to the Licensee;

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

CLA: The Copyright Licensing Agency Ltd;

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 CLA's website shall include 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 law firms;

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

Digital Copies: electronic copies of Material Licensed For Scanning, in whole or part, which are made in accordance with the Licence;

Digital Material: publications created and distributed in electronic form;

Electronic form: as defined in s. 178 of the Copyright, Designs and Patents Act 1988 (as amended);

Excluded Material: those categories of work and individual works identified on the list of Excluded Categories and Works as listed on CLA's website as this list may be amended periodically by CLA. Any such amendment shall be posted on CLA's website and shall take effect on the next Quarter Day after such amendment is first posted. For the avoidance of doubt, categories of work or individual works may be excluded from Material Licensed for Photocopying or from Material Licensed for Scanning;

Fee: the fee calculated by multiplying the number of Professional Employees of the Licensee by the rate applicable to the Model Licence for Law Firms as shown on CLA's website and subject to any Minimum Fee shown therein. The fee for the first year of the Licence is shown on the Certificate and for subsequent years shall be the relevant rate per Professional Employee shown on CLA's website prevailing three months prior to the anniversary of the Commencement Date;

Licence: the licences granted and permitted by clauses 2, 7, 8 and 11;

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

Licensed Material: any and all Material Licensed For Photocopying and Material Licensed For Scanning;

Material Licensed For Photocopying: original published editions of books, journals, magazines and other periodicals in which copyright subsists published in hard copy form in the Photocopying Mandate Territories EXCEPT Excluded Material;

Material Licensed For Scanning: original published editions of books, journals, magazines and other periodicals in which copyright subsists published in hard copy form in the Scanning Mandate Territories and Paper Copies derived there from by the Licensee or on its behalf EXCEPT Excluded Material;

Paper Copies: photocopies onto paper from original Material Licensed For Photocopying and paper printouts of Digital Copies and Third Party Digital Material made in accordance with the Licence but excluding any copy in electronic form.

The Copyright
Licensing Agency Ltd

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Photocopying Mandate Territories: the United Kingdom, Argentina, Australia, Austria, Belgium, Canada (including Quebec), Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Jamaica, Japan, Luxembourg, The Netherlands, New Zealand, Norway, Singapore, South Africa, Spain, Sweden, Switzerland and the United States of America. This list may be amended periodically by CLA. Any such amendment shall be posted on CLA's website and shall take effect on the next Quarter Day after such amendment is first posted;

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

Professional Employee: a partner in, officer or employee of the Licensee who is a solicitor of the Supreme Court, a barrister called to the English Bar or a Fellow of the Institute of Legal Executives (or who holds an equivalent qualification from another jurisdiction) a qualified accountant and all others holding equivalent professional qualifications ordinarily working in the United Kingdom;

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

Scanning Mandate Territories: United Kingdom and the United States of America. This list may be amended periodically by CLA. Any such amendment shall be posted on CLA's website and shall take effect on the next Quarter Day after such amendment is first posted;

Secure Network: a network operated or controlled by a Licensee (whether a standalone network or a virtual network within the Internet) which is accessible only by Authorised Persons and those individuals described or referred to in clause 2.1.7 and clauses 7 and 8;

Subsidiary: As defined by s. 1159 of the Companies Act 2006;

Third Party Digital Material: material in electronic form lawfully supplied to a Licensee by third party document suppliers, (including, for example, but without limitation, press cutting suppliers) that have been licensed by CLA to provide such a service. For the avoidance of doubt, this does not include any such electronic material provided under any other licence.

- 1.2 The term "Licensee" shall include any Associated Firm incorporated in, or carrying on the business of lawyers and/or the provision of ancillary professional or legal services, in the United Kingdom wholly owned (whether directly or indirectly) by the Licensee including all Subsidiaries of such Associated Firms whose Professional Employees have been included for the purpose of calculating the Fee and which are listed in Part 1 of Schedule 2 but, for the avoidance of doubt, does not include any Associated Firms outside of the United Kingdom.
- 1.3 The term "partner" shall include any natural person who is a member of a limited liability partnership.
- 1.4 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. The provisions of the Schedules shall form part of this Licence as if set out herein.

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 during the continuance of the Licence, on and subject to the terms and conditions in this Licence and in particular (but without limitation) to clause 4.5, to:
 - 2.1.1 make or permit the making of Paper Copies within the United Kingdom and to distribute the same to Authorised Persons;
 - 2.1.2 scan or permit the scanning of Material Licensed for Scanning to produce Digital Copies provided that 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. Nothing in this clause 2.1.2 shall prevent scanning of Material Licensed for Scanning that would otherwise be permitted under this Licence in circumstances where it is reasonably necessary to scan material in order to comply with court, arbitral, regulatory or other formal requirements;
 - 2.1.3 make available or permit the making available of Digital Copies to Authorised Persons, in both cases solely within the Secure Network. This includes, for the avoidance of doubt, the indexing, searching, opening, viewing, printing and presentation or display in electronic form of Digital Copies;
 - 2.1.4 make available or permit the making available of Third Party Digital Material within the Secure Network;
 - 2.1.5 make or permit the making of copies of Paper Copies;
 - 2.1.6 do anything permitted by clauses 7, 8 and 11;
 - 2.1.7 send or permit access to Licensed Copies to or, as the case may be, by partners in, employees of, or workers or consultants engaged by any Associated Firms (in each case a "recipient") outside of the United Kingdom where, in the case of Digital Copies created by scanning, such recipient would otherwise satisfy part (ii)(b) of the definition of "Authorised Persons" and whose conduct would be subject to regulation and/or subject to supervision by such Associated Firms subject to Licensee using reasonable endeavours to procure compliance with the following conditions :
 - 2.1.7.1 the recipient may open and view a Digital Copy and print a single Paper copy therefrom;
 - 2.1.7.2 such Digital Copies must contain either of the copyright legends set out in part 1 or part 2 of Schedule 1 (or have the same on a front sheet attached thereto).
- 2.2 For the avoidance of doubt nothing in this Licence is to be taken to authorise, or to purport to authorise, the doing of any act outside of the United Kingdom other than the steps involved in the receipt, opening, viewing and printing permitted by clause 2.1.7 and clause 7; the responsibility for complying with the laws of other countries for any other acts shall rest with the Licensee and/or recipient.

3. PAYMENT AND TERM

- 3.1 The Licence shall commence on the Commencement Date and then continue from year to year unless and until determined in accordance with clause 13.
- 3.2 The Licensee shall pay the Fee in each year of the Licence together with any VAT payable by the end of the month following the month 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 one month 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 amounts due under the Licence.
- 3.5 The Licensee shall, at least one month prior to each anniversary of the Commencement Date, notify CLA of any material change in the number of its Professional Employees.

4. RESTRICTIONS ON PHOTOCOPYING, SCANNING AND USE OF DIGITAL COPIES

- 4.1 The Licensee must own an original and/or copyright fee-paid copy of any Licensed Material it copies or scans under the terms of the Licence.
- 4.2 No Licensed Copy shall exceed the greater of 5% of any item of Licensed Material, or:
 - 4.2.1 in the case of a periodical publication, one whole article;

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.

- 4.3 Licensed Copies of the same Licensed Material made for a single occasion or purpose shall be treated as one copy and clause 4.2 interpreted accordingly.
- 4.4 Save as may be provided in clause 7, Licensed Copies may not be sold or otherwise disposed of (whether or not for valuable consideration) nor rented nor loaned to any third party or used for any external marketing or promotional purposes or exploited for purposes other than the internal information purposes of the Licensee or any individual permitted to access or receive any Licensed Copies pursuant to clause 2.
- 4.5 The making of Licensed Copies shall not directly or indirectly substitute for the purchase of original Licensed Material (including, for the avoidance of doubt, access to Digital Material whether by way of subscription or otherwise) or for the commissioning, reproduction, hire or any other use of an original artistic work within Licensed Material.
- 4.6 Save as permitted by clause 7.1.3, Licensed Copies may not be used for the delivery of education or training to third parties but may be made for the purposes of training of Authorised Persons provided that the Licensee may not receive payment or any other form of remuneration in consideration therefor.
- 4.7 For the avoidance of doubt, where the original is in full colour, Licensed Copies may be made in black and white (known as halftones) provided that no colour separations are made and provided that the Licensee complies with the provisions of clauses 5.1 and 5.2.

5. FURTHER RESTRICTIONS ON DIGITAL COPIES AND DIGITAL MATERIAL

- 5.1 The Licensee shall not edit, amend, manipulate, add to or delete from Digital Copies nor shall it authorise the same except that the addition of a copyright legend to Digital Copies where required by the Licence or the addition of identifier tags shall not be a breach of the Licence.
- 5.2 Subject to clauses 4.7, 5.1 and clause 11, no digital manipulation, whether by way of optical character recognition, morphing, colour or shade adjustment or any other form of manipulation, may be made of Digital Copies.
- 5.3 Digital Copies may not be placed on the publicly accessible world wide web or, subject to clause 7, be linked either directly or indirectly by hypertext links (or the like) to or from any external or third party website.
- 5.4 This Licence does not authorise any copying, dissemination, publication, communication or making available to the public, repackaging or distribution, in any form, of Digital Copies beyond the terms contained herein.
- 5.5 Where any artistic work appearing within Digital Material or Material Licensed for Scanning incorporates, or has adjacent to it, the identity of the author of an artistic work, no Digital Copy of that artistic work shall be made unless the Digital Copy incorporates the identity of such author.
- 5.6 Without prejudice to its obligations set out in clause 5.5, the Licensee shall use reasonable endeavours to include, where practicable, in all Digital Copies of artistic or literary works the identity of the author of the artistic or literary work.
- 5.7 Subject to any statutory or regulatory obligations relating to retention of documentation, the Licensee shall delete from the hard drives of its central and all local servers any and all Digital Copies which may be stored there upon notice from CLA to the Licensee that the publisher believes that the Licensed Material contained in the Digital Copies infringes copyright or is, or may be, defamatory, obscene or otherwise unlawful and has removed, or intends to remove, the same for that reason from the current version of the relevant Digital Material or Material Licensed For Scanning as the case may be.
- 5.8 The Licensee may subcontract the making of Licensed Copies to third parties, provided that:
- 5.8.1 the Licensee takes all reasonable steps to ensure that any such third party operates appropriate management and security procedures so as to ensure compliance with the terms of the Licence;
- 5.8.2 a record is kept of all such subcontracts and that such record is provided on request to CLA;
- 5.8.3 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 be breaches of the Licence were they acts or omissions of the Licensee;
- 5.8.4 the use of a sub-contractor located outside of the United Kingdom shall be deemed not to be a breach of clause 2.

6. THIRD PARTY DIGITAL MATERIAL

For the avoidance of doubt:

- 6.1 all of the provisions applying to the use of Digital Copies shall also apply in relation to any Third Party Digital Material; and
- 6.2 any material supplied in electronic form to the Licensee under any licence other than a CLA licence is subject to the terms and conditions of that other licence, and not the terms and conditions of this Licence.

7. FURTHER PERMITTED USES

- 7.1 The Licensee may supply single Licensed Copies to:
- 7.1.1 existing clients in connection with the provision of advice on matters or in effecting transactions on which the Licensee has already been engaged by the client and to external advisers or consultants to the client and other third parties (such as, but without limitation, witnesses, law enforcement and other regulatory bodies) who are engaged, or otherwise involved, in the matter or transaction where such supply is reasonably required for the purposes of the matter or transaction;
- 7.1.2 existing clients in response to ad hoc requests from them and not as part of a continuing service or on a systematic basis;
- 7.1.3 both prospective and existing clients where the supply is intended to alert the prospective or existing client to some matter or issue on which further advice might be sought by the prospective or existing client or which is otherwise intended to solicit new business provided such supply is on an ad hoc basis and not as part of a continuing service or on a systematic basis;
- 7.1.4 existing clients, barristers and other external advisers and members of the judiciary or staff employed in Her Majesty's Courts Services in connection with the preparation, institution or prosecution or defence of legal proceedings or the giving of advice regarding any proceedings which may be contemplated or apprehended and to opposing legal advisers in such cases.
- 7.2 The Licensee shall use reasonable endeavours to ensure that where practicable Licensed Copies supplied pursuant to this clause 7 must contain the copyright legend set out in parts 1 or 2 of Schedule 1 as appropriate or have the same on a front sheet attached thereto. Where a document to be scanned already contains copyright notices placed on the document by the person owning or controlling the copyright, the Licensee shall not be required to add further notices to the document.
- 7.3 The references to clients, advisers, consultants and other third parties in clause 7.1 shall also include clients, advisers, consultants and third parties situated outside the UK.

8. STORAGE OF DIGITAL MATERIAL

- 8.1 The Licensee may systematically store Digital Copies on the Secure Network in a project database being a database consisting mainly of documents, notes, letters, memoranda, e-mails and other electronic files related to a particular case or matter. Such a project database may include e-mails and other correspondence received by the Licensee from its clients or from other legal advisors in the transaction or matter. Such Digital Copies may be indexed and searchable, and may be accessed by the clients involved in the case or matter in question.
- 8.2 Authorised Persons may store Digital Copies on their local hard drive or personal network location for individual use and such Digital Copies may be accessed by colleagues within the same workgroup or project team but may not be accessed on a routine basis by any other Authorised Persons.
- 8.3 Subject to clauses 8.1 and 8.2, 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. The provisions of this clause 8 are without prejudice to, and are subject to the provisions of, clauses 4.5 and 5.7.

9. OTHER OBLIGATIONS

- 9.1 The Licensee shall:
- 9.1.1 notify Authorised Persons of, and ensure their compliance with, the provisions of the Licence;
- 9.1.2 either display any user guidelines which CLA may periodically supply, or include the content of such user guidelines in any notice or guidance issued by any Licensee and displayed adjacent to every copying machine used to make Paper Copies, and to every scanner used to produce Digital Copies.
- 9.2 In exercising their 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.

10. DATA COLLECTION

- 10.1 CLA may, no more than once in each year, require the Licensee to participate in a data collection exercise such as, but without limitation, a survey, a record keeping exercise or an information audit. The information obtained will assist CLA to distribute the Fee to authors, artists and publishers.
- 10.2 CLA shall supply the Licensee on request with the latest copies of the CLA Guides to Surveys, Record Keeping and Information Audits (the "Guides") and shall supply such further copies of the Guides as are reasonably necessary before commencing any data collection exercise.
- 10.3 If selected by CLA to participate in a data collection exercise, the Licensee shall provide all reasonable assistance to CLA in accordance with the Guides and undertakes to ensure that its employees comply with its obligations under this clause.
- 10.4 CLA undertakes not to disclose any information obtained as a result of any data collection exercise except
- 10.4.1 as required by a court or other authority of competent jurisdiction; or
- 10.4.2 in aggregated form from which the identity of the Licensee cannot directly be identified.

11. VISUALLY IMPAIRED AUTHORISED PERSONS

- 11.1 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.
- 11.2 Notwithstanding the provisions of clause 4.2 the Licensee 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 clause 11.1), 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:
- 11.2.1 the Licensee must have lawful possession of an original copy of any work from which it makes an Accessible Copy;
- 11.2.2 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;
- 11.2.3 each Accessible Copy that exceeds the limits set out in clause 4.2 shall contain:
- (a) 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;
- (b) 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;
- 11.2.4 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;
- 11.2.5 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:
- (a) such changes do not amount to a derogatory treatment of the work;
- (b) 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;
- 11.2.6 that the Accessible Copy is only to be used for the benefit of Authorised Persons.
- 11.3 An Authorised Person is to be regarded as visually impaired or disabled for the purposes of this clause if he 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.

12. INDEMNITY

- 12.1 In this clause:
- 12.1.1 "Qualifying Claim" shall mean any claim or complaint made in writing that any Indemnified Person (as defined below) acting in accordance with the Licence has infringed copyright and/or database right in Licensed Material or in any part of it or in the typographical arrangement of the published edition in which Licensed Material is contained. A "Qualifying Claim" shall not include any claim or complaint to the extent arising out of:
- i) a failure to comply (notwithstanding the supervision by an Associated Firm of Authorised Persons and the use by the Licensee of reasonable endeavours to ensure compliance) with the conditions set out in clause 2.1.7. attaching to the sending to or access by an Associated Firm outside of the United Kingdom pursuant to clause 2.7; or
- ii) a failure to attach the copyright legend as envisaged by clause 7.2 (notwithstanding the use by the Licensee of its reasonable endeavours so to do).

- 12.1.2 "Indemnified Persons" shall mean:
any Licensee; and
(i) any individuals permitted to access or receive any Licensed Copies pursuant to clauses 2, 7, 8 and 11; and
(ii) any Associated Firms employing or engaging any such individuals to the extent only that they are held responsible for the acts of the individual the subject matter of a Qualifying Claim.
- 12.2 In the case of any Qualifying Claim CLA shall indemnify the Indemnified Persons in respect of all reasonable legal costs, expenses and damages awarded against or incurred by any of them including any ex gratia payments made with the prior written consent of CLA, provided that the Indemnified Persons have complied with the relevant terms of the Licence where applicable and given CLA notice of any Qualifying Claim within ten (10) working days or, in the case of a Claim Form, within five (5) working days of the same having been received by an Indemnified Person.
- 12.3 The indemnity conferred by this clause shall not apply:
12.3.1 if the relevant Indemnified Person is in material breach of any term of the Licence;
12.3.2 during any period, or in respect of matters arising during such period, while the Licence is in suspense pursuant to clause 13.2;
12.3.3 following a termination pursuant to clause 13.2;
without prejudice to any Qualifying Claims in respect of any matters which do not themselves constitute a material breach of the Licence and which were properly lodged before termination or suspension, but shall otherwise survive the termination of the Licence.
- 12.4 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 Indemnified Persons shall co-operate with CLA in this respect where reasonably requested by CLA to do so. CLA will use its reasonable endeavours to defend any Qualifying Claim and will not make any admission, agree to any injunction or undertaking or issue any press comment or release without first consulting with, and taking reasonable account of the comments of, the Licensee. CLA will not make any such admission, agree to any injunction or undertaking or issue any press comment or release relating to a Qualifying Claim if the Licensee notifies CLA, promptly after being consulted, that reputational or other damage may be caused to the Licensee as a result of so doing, provided that the Licensee also undertakes to release CLA from its obligation to indemnify under clause 12.2 in respect of the Qualifying Claim in question, such release to take effect from the date the Qualifying Claim was first made. If at any time CLA wishes to settle the Qualifying Claim but the Licensee wishes to run a defence, the Licensee may do so but at its own cost and expense and CLA shall provide reasonable help and assistance provided that:
(i) CLA may settle the action so far as it relates to CLA; and
(ii) CLA shall not be required to incur material costs or expenses in providing such help and assistance and shall not be required to indemnify the Licensee in respect of any costs, expenses or damages that may be awarded against or incurred by the Licensee.
- 12.5 The Indemnified Persons shall ensure that no admission or offer of payment or indemnity shall be made or given by or on their 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.
- 12.6 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 made in writing arising out of the Licensee's breach of any term of the Licence and the provisions of this clause 12 shall apply as appropriate as if the references to "Qualifying Claim" were references to a claim under this clause 12, references to "CLA" were references to the "Licensee" and references to "Indemnified Persons" were references to "CLA".

13. TERMINATION AND BREACH

- 13.1 Either party may terminate the Licence upon giving to the other at least 1 month's written notice to expire on the first anniversary of the Commencement Date or any subsequent anniversary thereafter.
- 13.2 If the Licensee commits any material breach of any of the provisions of the Licence and remains in breach fourteen (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.
- 13.3 Either party may terminate the Licence by notice in writing to the other if and when a supervisor, receiver, administrator, 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 seven (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 seven (7) days of its presentation.
- 13.4 Upon termination of the Licence the Licensee shall, as soon as reasonably practicable, delete from the hard drives of all of its central and all local servers any and all Digital Copies which may be stored there except that the Licensee may retain:
13.4.1 those Digital Copies the retention of which is required by law or other regulatory requirement;
13.4.2 Digital Copies stored pursuant to clause 8.1 for record purposes only which may not be accessed or used otherwise than in connection with subsequent legal proceedings (whether actual, contemplated or apprehended) or in connection with compliance and regulatory matters regarding the case or matter for which they were originally stored; and
13.4.3 Digital Copies stored pursuant to either clauses 8.1 or 8.2 for so long as the matter or case for which they were originally stored is still active.
The permissions to retain Digital Copies under 13.4.1 and 13.4.2 above shall apply upon a termination for any reason; the permission to retain Digital Copies under 13.4.3 above shall not apply upon a termination by CLA for cause or upon a non-renewal by the Licensee. Upon written request from CLA the Licensee shall certify that it has complied with its obligations under this clause 13.4.
- 13.5 Termination of the Licence shall be without prejudice to any accrued rights or remedies of either party.

14. GENERAL

- 14.1 All notices given under the Licence shall be in writing and be sent by first class recorded delivery post, 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. Notices shall be addressed, in the case of the Licensee, to the Senior Partner, or the Managing Partner or the Partnership Secretary and in the case of CLA to the Company Secretary at the last known address of the party to be notified.

- 14.2 The Licence is personal to the Licensee and may not be assigned or otherwise disposed of in whole or in part.
- 14.3 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.
- 14.4 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.
- 14.5 Unless ordered by due legal authority, CLA shall not without the Licensee's consent disclose to any third party any information supplied to CLA by the Licensee, except:
- 14.5.1 information in aggregated form from which the Licensee cannot be identified; or
 - 14.5.2 the identity of the Licensee alone.
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Schedule 1

Copyright Legend

Part 1

Any Paper Copy supplied by the Licensee pursuant to clause 7 shall include the following statement:

"The contents of this document have been supplied to you under licence from The Copyright Licensing Agency Ltd ("CLA") and are protected by copyright and, save as may be permitted by statute, may not be copied or otherwise reproduced (even for internal purposes) without prior permission of the copyright owner or under the terms of a licence from CLA or from another authorised licensing body".

Part 2

Any Digital Copy supplied by the Licensee pursuant clause 7 shall include the following statement:

"The contents of this document have been supplied by electronic means to you under licence from The Copyright Licensing Agency Ltd ("CLA") and are protected by copyright. Save as may be permitted by statute, the recipient shall not print out more than a single paper copy which itself may not be further copied, nor retransmit it electronically to anybody else nor store it electronically without the prior permission of the copyright owner or under the terms of a licence from CLA or from another authorised licensing body".