

Terms and Conditions of CLA Printshop Licence

1. DEFINITIONS

In this Licence the following meanings apply:

Copier: a photocopier or other similar item of reprographic equipment which is capable of producing reprographic or duplicated reproductions onto paper from paper;

Copies: reprographic or duplicated reproductions on to paper from paper of Licensed Material and "Copy" shall be construed accordingly;

Excluded Categories and Excluded Works: those categories of work or those individual works included on the list of Excluded Categories and Excluded Works published from time to time by CLA and notified to the Licensee before signature of this Agreement and periodically thereafter;

Licensed Material:

- (a) original published editions of books, journals and periodicals published in the Mandating Territories in which copyright subsists; and
- (b) original published editions of books, journals and periodicals published in the United States of America by publishers listed on the List of Participating U.S. Publishers;

except those books, journals and periodicals listed from time to time on the List of Excluded Categories and Excluded Works;

Licence: the non-exclusive right to make or permit the making of Copies by the Licensee at any Licensed Premises and to distribute or permit the distribution of Copies to customers within the UK;

Licence Fee: in respect of each Licensed Premises specified in this agreement the sum of £118.90 (plus VAT) for the first Copier and the sum of £57.37 (plus VAT) for all subsequent Copiers owned or leased by the Licensee and situated on the Licensed Premises payable annually;

Licensed Premises: the business premises of the Licensee which are owned or leased by the Licensee within the UK as listed on the application form or such other premises as may from time to time be notified to CLA by the Licensee provided that the Licensee owns or leases such other premises and the same are located within the UK;

List of Participating US Publishers: the list of publishers participating in the agreement between the Copyright Clearance Centre of the United States of America and CLA as notified to the Licensee before signature of this Agreement and periodically thereafter;

Mandating Territories: The United Kingdom, Australia, Canada (including Quebec), Denmark, France, Finland, Germany, Greece, Spain, Iceland, Ireland, The Netherlands, New Zealand, Norway, South Africa, Sweden, Switzerland subject to such changes to this list as shall from time to time be notified to the Licensee;

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

Starting Date: the date shown on the application form;

Supporting Documents: the list of Excluded Works and Excluded Categories and the List of Participating US Publishers.

2. GRANT OF LICENCE

- 2.1 In consideration of the Licensee's agreement to pay the Licence Fee CLA grants the Licence to the Licensee subject to the terms and conditions contained in this Licence.

3. LIMITATIONS

- 3.1 No Copy shall exceed the greater of five per cent (5%) of any published volume or issue; or
 - (a) in the case of a periodical publication, one whole article not exceeding 30 pages;
 - (b) in the case of a published report of judicial proceedings, the entire report of a single case;
 - (c) in the case of a book, one chapter not exceeding 30 pages.

For these purposes Copies taken from the same material for only one customer or in connection with any single occasion or purpose shall be treated as one Copy and the limits as to extent of copying shall be construed accordingly.

- 3.2 The Licence does not extend to copying which directly or indirectly substitutes for the purchase of an original published edition or to the making of Copies from originals which are themselves photocopies of the original published edition.
- 3.3 No copies may be inputted into or stored in any computer or other device except for the sole purpose of making an identical reproduction on paper, immediately after such input and provided that such copy is destroyed immediately thereafter. For the avoidance of doubt a facsimile transmission is permitted by this Licence provided:
 - 3.3.1 the Licensee is not on notice that the recipient will store the facsimile in electronic form other than to enable it to be printed out; and
 - 3.3.2 the Licensee does not process or manipulate the facsimile image of the material and will delete it from the facsimile memory immediately after transmission.
- 3.4 No databases may be created from Licensed Material.

4. DURATION

- 4.1 This Licence shall come into effect on the Starting Date and shall continue from year to year unless and until determined in accordance with Clause 9.

5. PAYMENT

- 5.1 The Licence Fee, together with VAT thereon, is due within one month of the Starting Date.
- 5.2 If the Licensee increases the number of Licensed Premises during the term of the Licence term it shall immediately on opening any new premises for business:
 - (a) notify CLA of the new premises, its address and the number of Copiers located there; and
 - (b) forward the appropriate Licence Fee.
- 5.3 If the Licensee wishes to install more than ten (10) copiers at any of the Licensed Premises it shall first agree with CLA on the appropriate Licence Fee.
- 5.4 The CLA reserves the right to charge interest at the Prescribed Rate for any late payment of monies due under this Licence.

6. INDEMNITY

- 6.1 In the case of any demand, CLA will indemnify the Licensee in respect of all reasonable and proper legal costs, expenses and damages (and ex gratia payments made with the prior written consent of CLA) awarded against or incurred by the Licensee. For the purposes of this Clause, 'demand' shall mean any complaint made by a third party in writing that the Licensee or any employee duly acting in pursuance of this Licence has infringed copyright in Licensed Material or in the typographical arrangement of the published edition in which Licensed Material is contained.
- 6.2 The indemnity will not apply:
 - (a) if the Licensee or any of its employees has not complied with the terms of this Licence in respect of the copying subject to the demand; or
 - (b) if the Licensee has not given CLA full notice of any demand within ten (10) working days or of any Claim Form within five (5) working days of the same having been received by the Licensee.
- 6.3 CLA will take over responsibility for any negotiations for the settlement of any demand and if such demand cannot be resolved by negotiation CLA shall assume full responsibility for the conduct of the defence of such demand;
- 6.4 The Licensee shall ensure that no admission, offer, promise, 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 demand is promptly passed to CLA.

7. SURVEY AND INSPECTION

- 7.1 To ensure that the Licensee and its employees co-operate fully with the requirements of this Licence, CLA (or its agents) shall, on giving five (5) working days written notice to the Licensee, have the right of access throughout the whole or any part of the Licensed Premises during normal business hours at any time during the term of this Licence to review the implementation of this Licence.
- 7.2 The Licensee shall permit CLA to carry out a survey (lasting no longer than six (6) weeks of copying on the Licensed Premises when required by CLA. During a survey CLA may require that its agents be on the Licensed Premises. CLA will pay for all additional Copies which may be required for the survey. The purpose of the survey is to provide CLA with information on the amount of copying and to facilitate distribution of fees to copyright owners.

8. OTHER CONDITIONS

- 8.1 The Licensee undertakes to use all reasonable endeavours to ensure that, other than as permitted in the Licence, no further copy or copies are made from the Copies by individuals employed by or under the control of the Licensee without the prior written consent of the copyright owner.
- 8.2 The Licensee shall, and shall procure that its employees shall, take all reasonable precautions to prevent any further copies being made by any person from the Copies without consent.
- 8.3 The Licensee and its employees shall under no circumstances fulfil orders that are, to the knowledge of the Licensee to be dispatched to any customers having their place of business or residing outside the United Kingdom if the copying activity involves copyright material.
- 8.4 This Licence does not apply to any Copiers owned or leased by the Licensee which are not situated on Licensed Premises.

9. BREACH AND TERMINATION

- 9.1 Either party may terminate the Licence upon giving to the other at least 1 month's written notice to expire on any anniversary of the Starting Date.
- 9.2 Should the Licensee commit any material breach of any of its obligations hereunder and (where the breach is remediable) remain in such breach fourteen (14) days after receiving notice from CLA to remedy the same then CLA may by notice:
 - (a) terminate this Agreement; or
 - (b) suspend the terms of the Licence until CLA shall be reasonably satisfied breaches will not recur;
- 9.3 Either party may terminate this Licence by notice in writing to the other if and when a supervisor, 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 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 days of its presentation.
- 9.4 Following termination under this Clause CLA shall refund to the Licensee any unused portion of the Licence Fee calculated by reference to the unexpired period of this Licence but subject to clause 9.5.
- 9.5 Termination of this Licence pursuant to this Clause shall be without prejudice to any rights or remedies of the parties under this Licence.

10. GENERAL

- 10.1 Notices hereunder shall be in writing and be sent by first class post in the case of the Licensee to the address shown on the front page and in the case of CLA to: Saffron House, 6-10 Kirby Street, London EC1N 8TS (or such other address as CLA may have notified to the Licensee), and shall be deemed to have been served on the second business day next following the date of posting.
- 10.2 CLA shall supply a copy of the Supporting Documents to the Licensee on or before signature of this Licence and shall thereafter notify the Licensee of any changes therein and of any changes to the list of Mandating Territories. The Licensee may also obtain further information directly from CLA's Internet web site at www.cla.co.uk.
- 10.3 The Licensee shall notify its employees and customers of the principal terms of this Licence and shall use all reasonable endeavours to ensure that all employees and customers comply therewith. CLA shall supply the Licensee with certain material including posters, stickers and notices from time to time and such material shall be duly displayed by the Licensee and or affixed to the Copiers as appropriate.
- 10.4 The Licensee shall not be entitled to assign or otherwise dispose of its rights or obligations hereunder without the prior written consent of CLA.
- 10.5 This agreement shall be governed by and construed in accordance with English Law and subject to the exclusive jurisdiction of the English Courts.

11. VARIATION OF TERMS

- 11.1 This agreement is not subject to variation by oral representation and no variation shall be effective unless agreed in writing between the licensee and the CLA.

The Copyright Licensing Agency Ltd

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