

NLA Corporate Website Republishing Licence

Terms & Conditions

These Terms govern your relationship with the NLA in relation to the use of cuttings from newspapers and newspaper websites on your website.

If you do not agree to these Terms on behalf of the named Licensee please do not complete and submit the Licence Details. If you have any questions on the Terms, please contact us.

Submission of your details and agreement to these Terms is an offer to be licensed by the NLA. There will be no licence completed unless and until the NLA contacts you to confirm the licence. At the moment that the NLA contacts you to confirm the licence, a contract will be made between you and the NLA under these Terms.

This Licence is only available to organisations (including Affiliates if applicable) whose:

- headcount does not exceed 500 employees and whose turnover does not exceed £10,000,000.
- website is a free, universally available service but excluding websites that offer news and magazine content and third party goods and/or services.

1 Definitions used in these terms:

"Affiliate":	another company which is (i) a franchisee or subsidiary of the Licensee, or (ii) if elected and the Licensee has provided details in the Application Form another subsidiary of a holding company of the Licensee, or holding company of the Licensee. "subsidiary" and "holding company" shall have the meanings given by section 1159 and schedule 6 of the Companies Act 2006;
"Application Form" / "Renewal Form":	the NLA licence application form or (in the case of a renewal) NLA licence renewal form attached to these Terms;
"Cutting":	Subject to the restrictions specified in clause 4: (i) an article, report, artistic work (including for the avoidance of doubt photographs), advertisement or other item in an NLA Newspaper (External Website Rights) or on an NLA Newspaper Website (External Website Rights), or (ii) a copy of the whole or part (including the headline) of such an article, report, artistic work or other item, or (iii) a copy of a whole page from an NLA Newspaper (External Website Rights) or an NLA Newspaper Website (External Website Rights);
"Digital Cutting":	a Cutting in a digital format;
"Hyperlink":	a reference in an electronic document that links to another place in the same document or to an entirely different document;
"Indemnity Fee":	the fee payable in respect of past copying;
"Licence Fee":	the fee payable annually from the Commencement Date in respect of the rights granted in this agreement;

2 The rights granted

2.1 These Terms set out the conditions on which the NLA, which is authorised by the publishers of the NLA Newspapers (Corporate Website Rights) and the NLA Newspaper Websites (Corporate Website Rights), grants you, the Licensee, a non-exclusive licence for the use of Cuttings on the Licensee Website.

3 What is covered by this licence?

3.1 Subject to the limitations set out in paragraph 4, these Terms give the Licensee and any Affiliates the rights:

- a. to make Digital Cuttings from Cuttings and/or Text Extracts from NLA Newspapers (Corporate Website Rights) and place the Digital Cuttings onto the Licensee Website;
- b. to make Digital Cuttings from Cuttings and/or Text Extracts from an NLA Newspaper Website (Corporate Website Rights) and place the Digital Cuttings onto the Licensee Website subject to a Hyperlink to the original Cutting on the publisher website being provided with the Digital Cutting.

Each of the acts licensed in this paragraph 3 shall be deemed an act of copying for the purposes of these Terms.

3.2 Subject to the Licensee paying the Indemnity Fee, the NLA agrees to indemnify the Licensee and any Affiliates against any damages (other than damages for special, indirect or consequential loss) and/or reasonable legal costs incurred as a result of copying by the Licensee or any Affiliates before the Commencement Date which was covered by the NLA Corporate Website Republishing Licence terms in force at the time when the copying was undertaken.

3.3 Provided the terms of this licence are complied with, the NLA agrees to indemnify the Licensee and any Affiliates against any damages (other than damages for special, indirect or consequential loss) and/or reasonable legal costs incurred by the Licensee or any Affiliates as a result of the Licensee or any Affiliate having made and used copies in accordance with this licence.

3.4 The indemnities in sub-paragraphs 3.2 and 3.3 are subject to the Licensee invoking them by giving the NLA written notice within fourteen days of becoming aware of any claim for damages or costs recoverable under those subparagraphs. The Licensee shall make no admission as to liability or agree to any settlement or compromise any such claim without prior written consent of the NLA. The NLA or the publisher(s) of the material subject to such claim will be entitled in the Licensee's name to conduct the defence of the claim and to compromise it as in the NLA's discretion it sees fit.

3.5 The Licensee agrees:

- a. that the obligations in these Terms will apply to its Affiliates as if they were the Licensee;
- b. to be responsible for ensuring that its Affiliates observe these Terms;

This Licence is not available in respect of any website which, in the reasonable opinion of the NLA, is associated with any of the following:

- sexually explicit material;
- violence;
- discrimination (including on the basis of race, sex, religion, nationality, disability, sexual orientation; or age);
- any illegal activity;
- politics;
- military activity;
- gambling or gaming; or
- advertising or promotion of drugs, alcohol, tobacco, or firearms;

If you do not qualify for this NLA licence please contact the publisher concerned to apply for permission to use Cuttings on your website

"Licensee Website":	the website nominated by the Licensee in the Application Form;
"NLA":	the Newspaper Licensing Agency Limited;
"NLA Newspaper (Corporate Website Rights)":	one of the publications (including but not limited to newspapers) participating in this licence operated by the NLA, a list of which is set out in the NLA Newspaper List (Corporate Website Rights);
"NLA Newspaper Website (Corporate Website Rights)":	each of the websites hosted at the URLs listed on the NLA Newspaper List (Corporate Website Rights), which is available at www.nla.co.uk ;
"NLA Newspaper List (Corporate Website Rights)":	the list of NLA Newspapers (Corporate Website Rights) and NLA Newspaper Websites (Corporate Website Rights) applicable for this licence, which is available from www.nla.co.uk ;
"Price List":	the list of the NLA's prices from time to time in force, which is sent to prospective licensees with the Application Form and these Terms and is available from www.nla.co.uk ;
"Terms":	these terms, the Application Form (together with any documents which you are required to attach to it), the Price List, and the NLA Newspaper List (Corporate Website Rights);
"Text Extract":	means a headline and/or a direct (i.e. verbatim) text extract from any Cutting from NLA Newspapers (Corporate Website Rights) and NLA Newspaper Websites (Corporate Website Rights).

- c. that it will be liable for any breach of these Terms by or caused by any Affiliates; and
- d. that any such breach will also constitute a breach of these Terms by the Licensee.

4 Limitations to the rights granted

The rights granted in these Terms:

- 4.1 are limited to the use of Cuttings on the Licensee Website;
- 4.2 do not permit the creation of summaries of Cuttings;
- 4.3 do not permit the Licensee to make any amendment or edits to Cuttings (except for the use of Text Extracts);
- 4.4 are subject to the following restrictions:
 - a. photographs may not be used separately from the Cutting to which they relate and only be used if the Licensee is copying the whole Cutting and not just a Text Extract;
 - b. unless the Licensee is copying a whole page from an NLA Newspaper (Corporate Website Rights) and/or an NLA Newspaper Website (Corporate Website Rights), the Licensee may not use any Cuttings which fall into any of the following categories:
 - i. advertisements;
 - ii. any Cutting which is attributed to any of the agencies listed on the NLA's website at www.nla.co.uk from time to time (the NLA shall notify the Licensee by email in the event that additional agencies are added to the list);
 - iii. any Cutting which is attributed to a generic reporter name (e.g. "by a [Newspaper] reporter");
 - iv. readers' letters and readers' comments in blogs;
 - v. cartoons;
 - vi. crosswords, puzzles and games;
 - vii. audio or video content;
 - viii. sports results and fixtures tables;
 - c. Licensee may only use Cuttings and Text Extracts in the form as originally published in the NLA Newspaper (Corporate Website Rights) and/or the NLA Newspaper Website (Corporate Website Rights) and shall not alter the meaning, tone or spirit of the Cutting or Text Extract in any way;
 - d. if the Licensee is using a Text Extract such Text Extract must not be used in any way which implies any promotion or endorsement of any goods or services unless the Cutting from which the Text Extract is taken expressly endorses such goods or services and is not used in any way which could give an incorrect or misleading impression of the original Cutting;
 - e. Licensee shall not store any material copied from a publication in the NLA Newspaper List (Corporate Website Rights) and the NLA Newspaper Websites (Corporate Website Rights) in electronic form except as expressly provided for in this Licence;

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- f. Licensee shall immediately remove any Cutting from the Licensee's Website if requested by the NLA to do so including, without limitation, under any of the following circumstances;
- i. the NLA's rights to licence the use of the Cutting are withdrawn;
 - ii. the Licensee's Website is found to be associated with or include content considered by the NLA (in its reasonable opinion) to be unacceptable for the purposes of this Licence including (without limitation):
 - a. sexually explicit material;
 - b. material of an obscene, violent or abusive nature;
 - c. material which can be held to be discriminatory against any person (including for reasons of race, sex, religion, nationality, disability, sexual orientation, age);
 - d. any illegal activity or material;
 - e. any political activity or material;
 - f. any military activity or material;
 - iii. Licensee's use of the Cutting, or any material on the Licensee's Website, could in the NLA's reasonable opinion be held to:
 - a. be misleading or deceptive;
 - b. be threatening or abusive;
 - c. be an invasion of privacy;
 - d. render the Cutting potentially libellous or defamatory; or
 - e. be derogatory of or could bring the publisher, any contributor to the Cutting or the NLA into disrepute;
- 4.5 Licensee shall not exercise the rights granted under these Terms in respect of any more Cuttings (at any one time) than the Licensee has paid for by way of Licence Fee up to a maximum of 50 Cuttings.

5 The obligations of the Licensee and its Affiliates

The Licensee agrees and acknowledges, on its own behalf and on behalf of its Affiliates:

- 5.1 to pay the Licence Fee in accordance with paragraph 7;
- 5.2 to pay the Indemnity Fee in accordance with paragraph 7, unless the Licensee establishes that the indemnity is not required because there has been no unlicensed past copying;
- 5.3 to notify the Licensee's personnel of, and use best endeavours to ensure their compliance with, these Terms;
- 5.4 to use best endeavours to ensure that each Cutting includes the notice: "NLA licensed copy. No further copies may be made except under licence" together with the date and name of the NLA Newspaper (Corporate Website Rights) or the NLA Newspaper Website (Corporate Website Rights) where the Cutting was originally published;
- 5.5 to complete and return the Renewal Form referred to in sub-paragraph 7.2 below before the expiry of these Terms. Failure to renew the licence may result in unlawful copying;
- 5.6 to make accurate and true statements in applying for and renewing the licence, and in otherwise providing information to the NLA;
- 5.7 to attach to the Application Form and Renewal Form when submitted the documents required in the applicable sections of the Application Form and Renewal Form, fully and accurately completed;
- 5.8 to keep records sufficient to prove compliance with the Licensee's obligations under these Terms, including without limitation records of the numbers of copies of all Cuttings made ("Compliance Records");
- 5.9 to allow inspection of the Compliance Records by an independent accountant acting on the NLA's behalf. The accountant shall have the right to have access to the Licensee's premises during business hours on at least one month's notice, and 24 hours' notice where the NLA reasonably suspects that the Licensee is in breach of these Terms or is infringing copyright in an NLA Newspaper. The accountant shall be entitled to inspect the records, computers and business arrangements of the Licensee and its Affiliates to verify that they are (i) in compliance with these Terms, and (ii) not carrying out any infringing acts, and that no such acts are being carried out by any members or clients of the Licensee. If such inspection reveals an underpayment of fees Licensee shall forthwith remit the amount of the underpayment to the NLA;
- 5.10 if (due to the Licensee changing its levels or methods of copying or circulation, or howsoever) the information provided in the application becomes (or is about to become) inaccurate, the Licensee must (i) immediately inform the NLA, and (ii) promptly submit a revised Application Form. The NLA will then invoice the Licensee for any additional fees which are due;
- 5.11 not to assign or sublicense the rights granted under these Terms without the prior written consent of the NLA;
- 5.12 to accept that the NLA shall incur no liability for any harm caused by the content of any of the NLA Newspapers (Corporate Website Rights) or the NLA Newspaper Websites (Corporate Website Rights) being copied pursuant to these Terms;
- 5.13 to notify the NLA promptly of any allegation of infringement or defamatory content of copyright in the NLA Newspapers (Corporate Website Rights) or the NLA Newspaper Websites (Corporate Website Rights) (or any part of them) of which the Licensee becomes aware;
- 5.14 that neither it, nor any of its Affiliates, members nor clients shall acquire any intellectual property rights in the Cuttings or the NLA Newspapers (Corporate Website Rights) or the NLA Newspaper Websites (Corporate Website Rights);
- 5.15 to indemnify the NLA and the publishers of the NLA Newspapers (Corporate Website Rights) and the NLA Newspaper Websites (Corporate Website Rights) against any damages (other than damages for special, indirect or consequential loss) and/or reasonable legal costs incurred by the NLA or its publishers as a result of the Licensee or any Affiliate having used Cuttings except as set out in these Terms.

6 Length of the licence

- 6.1 These Terms shall enter into effect on the Commencement Date, and shall automatically expire twelve months after the Commencement Date. In the absence of notice from the Licensee prior to expiry that the Licensee will cease all copying on the expiry date, the licence shall be automatically renewed on the NLA terms applicable at the time. Continued copying by the Licensee following expiry of these Terms shall be deemed to be acceptance of renewal on the NLA terms applicable at the time. The Licensee shall be obliged to pay the licence fee due under such a renewed licence not later than 35 days after the expiry of these Terms. Failure to make the payment by this date will constitute a material breach of the licence. This paragraph shall survive termination of these Terms.

7 Fees

- 7.1 The Licence Fee and the Indemnity Fee are:
- a. payable by the Licensee, together with any VAT (or other tax) due, upon the grant of the licence; and
 - b. calculated in accordance with the relevant sections of the Price List.
- 7.2 The NLA will send the Licensee a Renewal Form (attaching the NLA terms applicable on renewal) before the expiry of these Terms. The NLA will then submit a renewal invoice for the fee and VAT due.
- 7.3 In the event that the Licensee fails to return the Renewal Form by the expiry of these Terms, the licence shall be automatically renewed for a further period of 12 months on the NLA terms applicable at the time. In these circumstances, the Licence Fee payable in the renewal invoice will be based upon (i) the details provided by the Licensee of its copying in the previous year, (ii) the current Price List at the time, and (iii) reasonable assumptions as to the extent of the Licensee's copying.
- 7.4 Invoices issued by the NLA for all fees are payable within 30 days after issue. The NLA is entitled to interest upon overdue amounts at a rate of 4% above the Bank of England base rate.

8 Termination of these Terms

- 8.1 Either party may terminate these Terms by 1 month's written notice given to the other. Provided all sums due from the Licensee have been paid, the NLA will reimburse the Licensee with any unused proportion of the licence fee attributable to the period after termination has become effective on a pro rata basis, less an administrative charge of £75 plus VAT.
- 8.2 The NLA may terminate these Terms by notice in writing with immediate effect if:
- a. the Licensee or a Affiliate commits or causes any breach of any of the provisions of these Terms, and (in the case of a remediable breach only) remains in breach fourteen (14) days after receiving notice from the NLA to remedy such breach; or
 - b. the Licensee resolves to go into a voluntary liquidation, presents or has presented against it a winding-up petition, is dissolved, comes to a compromise arrangement with its creditors, has a liquidator, administrator, receiver, manager or administrative receiver or other encumbrancer appointed to, or security enforced over, the whole or any parts of its assets or property, or becomes insolvent or suffers any event analogous to any of the foregoing. In the event of such termination by the NLA, no refund shall be due to the Licensee; or
 - c. the Licensee ceases to comply with any of the requirements to be eligible for this Licence.
- 8.3 In the event of termination of its Licence for any reason the Licensee shall immediately remove any Cuttings and/or Hyperlinks from the Licensee's Website and ensure all copies are deleted from Licensee's computer systems.

9 Statutory Rights

- 9.1 These Terms shall be deemed to complement and extend the rights of the Licensee under the Copyright, Designs & Patents Act 1988 and the Copyright (Visually Impaired Persons) Act 2002 and nothing in these Terms shall constitute a waiver of any statutory rights held by the Licensee from time to time under these Acts or any amending legislation.

10 Other matters

10.1 Waiver

The rights and remedies provided by these Terms may be waived only expressly in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy by the NLA shall not constitute a waiver of any right or remedy. Any waiver, acquiescence or delay by the NLA in enforcing any breach of these Terms shall have no effect in relation to any later breach.

10.2 Entire Agreement

These Terms set out the full terms of the agreement between the Licensee and the NLA, and may not be amended except in writing and signed by the NLA and the Licensee.

10.3 Rights of third parties

No person other than the NLA, the Licensee, and any Affiliates 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.

11 Proper Law

- 11.1 These Terms are governed by the laws of and subject to the jurisdiction of the courts in that part of the United Kingdom (England and Wales, Scotland and Northern Ireland) in which the licensee has its principal place of business. The licence may also be governed by the laws of and subject to the jurisdiction of the courts of Jersey, Guernsey and the Isle of Man for licensees whose principal place of business is in Jersey, Guernsey and the Isle of Man respectively.