



Business Licence

Information Pack

Copy, Right



Information Pack

Please find enclosed our licence information pack in PDF for your convenience.

The pack contains information about us and our work as well as all the details you need to apply for a CLA Business Licence.

Simply click on the index to navigate the contents of the pack.

Index of information contained in this pack:

- [About CLA](#)
- [About the licence](#)
- [Rates](#)
- [Licence application](#)
- [Licence terms and conditions](#)

For further information or assistance call our licence helpline on 0800 085 6644

The Copyright Licensing Agency Ltd

Tel 020 7400 3100
Email cla@cla.co.uk
www.cla.co.uk

CLA Scotland
Tel 0131 272 2711
Email clascotland@cla.co.uk

Registered in England
Reg no. 1690026

About CLA

As a not-for-profit organisation, CLA is recognised by the UK government as the collective management organisation for published material. We exist to support knowledge sharing, protect your company, and champion the creative ecosystem.

Our revenue is distributed to our member organisations who pay royalties direct to copyright owners – authors, publishers and visual artists.

Over the past four decades, CLA has earned a reputation for excellence and innovation in rights and licensing, generating over **£1.5bn in collective licensing revenues that have been distributed to over 200,000 authors, publishers, and visual artists**. The work that CLA does is essential to the creative ecosystem.

CLA licences facilitate the efficient reuse of content by 12.7 million students and over 9.5 million employees in over 40,000 schools, universities and organisations across the UK. With over 40 international agreements, CLA provides lawful and simple access to over 8 million print and online publications.

CLA has adapted over time as technology and the needs of rightsholders and licensees have changed. CLA has developed digital tools such as Check Permissions, Digital Content Store, and Education Platform to keep our licences and services relevant in a fast-changing environment while ensuring fair returns for copyright owners.

Serving content users

We offer a growing range of services to content users in the academic, professional and public sectors.

- Our blanket licences allow customers to copy and share extracts such as book chapters, journal articles and press cuttings without having to seek permission from copyright owners each time
- Our online Check Permissions tool enables customers to see if the title they want to copy is covered by their licence and depending on their sector, they can purchase additional permissions or order copies of copyright fee-paid documents
- Our digital tools and workflow solutions support the management and delivery of content to end users

Paying copyright owners

We are a not-for-profit so our revenue is paid out as royalties to copyright owners. We work with our customers to gather information about what is copied so we can pay the authors, visual artists and publishers whose work is used.

Royalty payments provide copyright owners with an income that helps them to continue to produce the quality content that customers want.

CLA has generated more than

£1.5bn

in licence revenues over 40 years, and distributed to over

200k

publishers and content creators, facilitating the reuse of content by

12.7m

students, and more than

9.5m

employees, in over

40k

UK schools, universities and organisations

Copy, Right

About the CLA Business Licence

You need a Business Copyright Licence if you represent a business or a charitable organisation, and you want to make copies of content protected by copyright. Making copies includes photocopying, scanning, emailing, cutting and pasting from any digital source.

Licence coverage

- Photocopying
- Scanning
- Copying of digital content, e.g. e-books, PDF files from electronic subscriptions, online journal articles and certain website material

What can I use copies for?

- To share with colleagues at meetings or briefings
- To share media coverage within your organisation
- For market intelligence
- For Health & Safety or Environmental Awareness
- For research and development
- For internal training
- For UK regulatory and patent submissions
- To post articles from selected publications on your company website

How much can be copied?

On each occasion you may copy a single chapter of a book, a single article from a periodical, or up to 5% of a publication, whichever is the greater. For digital publications such as websites that are not conventionally structured, you should ensure that copying is limited to small extracts that are equivalent to these limits.

Who can make and receive copies?

Any UK employee in your organisation, including individual consultants or agency workers, can make and receive copies. Any overseas employee in your organisation can receive digital copies (intranet and email) for viewing only (unless your company holds a CLA Multinational Licence).

Excluded works

There are some individual titles, authors and categories of publications that are excluded from the Licence and you will need to contact the copyright owner directly for permission to copy these.

To check if a work is excluded you can use our Check Permissions search tool at cla.co.uk

Digital publications

Copying of electronic publications is restricted to publications published by Participating Digital Material Publishers.

For full details please visit cla.co.uk

International publications

We have agreements with similar agencies in most major overseas territories enabling International publications and content to be copied under our licence. For full details of these overseas agencies and the countries that are covered please visit cla.co.uk

Check Permissions

The easiest way to check what can be copied is to use our [Check Permissions search tool](https://cla.co.uk).

Business Licence Rate Card

What is a Professional Employee?

The number of professional employees, on which the licence fee is based should include employees, contracted workers and consultants in the following categories based on the Standard Occupational Classifications published by the Office for National Statistics (ONS):

Group 1

Managers and Senior Officials

Group 2

Professional Occupations

Group 3

Associate Professional and Technical Occupations

Please go to:

cla.co.uk/ons-soc-guidance for further information on Standard Occupational Classifications (SOCs)

Indemnity for Past Copying

Fees for backdating your licence to cover past copying will be calculated at the rate applicable to the current year for each year that the licence is backdated.

For more information about the indemnity please see the licence terms and conditions.

Rates effective April 2023

Business Licence fees are charged according to the number of employees and your business SIC code. To find the applicable rate, follow 3 easy steps, then work out what you will pay with a simple calculation.

Step 1 – Check your employee numbers

Rates for Small Businesses with 1-50 employees

Businesses employing up to 50 employees are subject to CLA's small business fees, based on the total employees of the business.

The annual fee for businesses with 1-10 total employees is £158.82 + VAT

The annual fee for businesses with 11-50 total employees is £543.11 + VAT

Rates for Businesses with 51+ employees

Businesses employing 51+ employees are charged per professional employee according to the SIC codes of the main business activity, subject to a minimum annual charge of £543.11 + VAT.

If your business has 51+ professional employees, please follow Step 2 and Step 3.

Step 2 – Find your SIC Code

A Standard Industrial Classification code, (SIC code) describes the main business activity of a company and these are published on the website of Companies House.

Step 3 – Look up your rate

If you have 51+ employees and know your SIC code, please use the rate table below to identify your annual fee per professional employee:

SIC	SUBSECTOR	Annual fee per professional employee +VAT
01-03	Agriculture, Forestry and Fishing	£16.21
05-09	Mining and Quarrying	£32.24
10-12	Manufacture of Food, Drink and Tobacco	£48.25
13-15	Manufacture of Textiles, clothing and leather products	£32.24
16-17	Manufacture of wood, pulp and paper and paper products	£32.24
18	Printing and reproduction of recorded media	£32.24
19	Refined petroleum and coke	£48.25
20	Chemicals and chemical products	£48.25
21	Pharmaceutical	£55.47
22	Rubber and plastic products	£48.25
23	Manufacture of non-metallic mineral products	£32.24

SIC	SUBSECTOR	Annual fee per professional employee +VAT
24	Manufacture of basic-materials	£32.24
25	Manufacture of fabricated metal products	£32.24
26	Computer, electronic and optical products	£32.24
27	Manufacture of electrical equipment	£48.25
28	Manufacture of machinery and equipment	£32.24
29	Manufacture of motor vehicles	£48.25
30	Manufacture of other transport equipment	£16.21
31	Manufacture of furniture	£32.24
32	Other manufacturing	£32.24
33	Repair and installation of machinery and equipment	£48.25
35	Electricity, gas supply, steam supply	£48.25
36	Water Collection, treatment and supply	£48.25
37	Sewerage	£16.21
38	Waste activities	£16.21
39	Remediation activities	£16.21
41	Construction of buildings	£16.21
42	Civil Engineering	£16.21
43	Specialised construction activities	£32.24
45	Motor vehicles sale and repair	£16.21
46	Wholesale	£12.12
47	Retail	£12.12
49	Land transport	£16.21
50	Water transport	£16.21
51	Air transport	£16.21
52	Support activities for transportation	£16.21
53	Postal and courier activities	£48.25
55	Accommodation	£12.12
56	Bars and restaurants	£16.21
58	Publishing activities	£32.24
59	Motion picture, video, TV programme, sound	£24.09
60	Programming and broadcasting	£32.24
61	Telecommunications	£48.25
62	Computer programming, consultancy and related activities	£48.25
63	Information service activities	£32.24
64	Financial service activities	£31.14
65	Insurance, reinsurance and pensions	£31.14
66	Activities auxiliary to financial services and insurance activities	£31.14

SIC	SUBSECTOR	Annual fee per professional employee +VAT
68	Real estate activities	£16.21
69.1	Legal activities	£36.32
69.2	Accounting, bookkeeping and auditing	£31.14
70.1	Activities of head offices	£32.24
70.21	Public relations and communication	£24.09
70.22	Business and Management consultancy	£32.24
71	Architectural and engineering activities	£32.24
72	Scientific research and development	£48.25
73	Advertising and market research	£24.09
74.1	Specialised design	£32.24
74.2	Photographic activities	£32.24
74.3	Translation and interpretation	£32.24
74.9	Other professional, scientific and technical activities	£32.24
75	Veterinary Activities	£55.47
77	Rental and leasing activities	£16.21
78	Employment activities	£32.24
79	Travel agents	£16.21
80	Security and investigation activities	£32.24
81	Services to buildings and landscape activities	£16.21
82	Business support	£32.24
84	Defence	£48.25
85	Education	£16.21
86	Human Health	£55.47
87	Residential care activities	£18.65
88	Social work activities without accommodation	£18.65
90	Creative, arts and entertainment	£24.09
91	Libraries, archives, museums and other cultural activities	£24.09
92	Gambling and betting	£24.09
93	Sports, amusement and recreation activities	£24.09
94	Membership organisations	£16.21
95	Repair of computers and personal and Household goods.	£16.21
96	Other personal service activities	£16.21
97-98	Activities of Households	£16.21
99	Activities of Extraterritorial Organisations and Bodies	£16.21
N/A	Charity	£16.21

To work out how much you will pay, make a simple calculation based on the example:

If you are a Programming and broadcasting business (SIC 60) with 50 professional employees your fee is calculated as $50 \times £32.24$ (SIC 60 rate) = £1,612.00 + VAT.



Business Licence Application Form

Please detach, sign and return your licence application to:

New Licences

Email: licence@cla.co.uk

New licence enquiries
0800 085 6644

The application form and notes should be read in conjunction with the CLA Business Licence Rate Card

Full legal name of organisation

Address

Postcode

Please list below any Affiliated Companies intended to be covered by the Licence (or attach separate list):

No. of Professional Employees²

Total no. of employees³

I hereby apply to CLA for a Licence to take effect from the first day of⁴

Indemnity for Past Copying⁵

We have copied from books, journals or magazines and/or have copied or distributed press cuttings or documents supplied by a third party in the past and wish to backdate the licence (see note 5):

Yes

No

If yes:

a) We would like the indemnity for the full six years

Or

b) We would like the indemnity from:

Main Business Activity⁶

SIC Code⁷

The Copyright Licensing Agency Ltd

Tel 020 7400 3100
Email cla@cla.co.uk
www.cla.co.uk

CLA Scotland
Tel 0131 272 2711
Email clascotland@cla.co.uk

Registered in England
Reg no. 1690026

I certify that I have read and understood the Terms and Conditions of the CLA Business Licence in conjunction with the CLA Rate Card and agree to abide by them. The information provided on this form is true to the best of my knowledge and belief.

Signed

Duly authorised signatory for and on behalf of the applicant

Position

Date

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

For our records and invoicing, please provide an email address for your accounts department:

CLA processes personal information fairly and lawfully in accordance with applicable data protection and related legislation. For more information please see our [Privacy Policy](#).

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.

Business Licence Terms and Conditions

Introduction

This Licence records the terms on which CLA grants a licence to businesses within the United Kingdom to photocopy, scan or otherwise reproduce, and to use or reuse 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 Secure Network, 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 as identified on CLA's website or other electronic means controlled by CLA as being available for scanning and digital use or re-use;

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 information on or accessed via CLA's website or other electronic means controlled by CLA shall include:

- i) any such 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) 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 entered on the Licence application form for the Licence to take effect or the date from which an indemnity is sought (if earlier);

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";

Digital Copies:

either electronic copies of Material Licensed For Scanning, in whole or part, or copies made in the course of, or as a result of, the access or use by Authorised Persons of Digital Material which, in all cases, are direct unaltered copies of the work copied and are made in accordance with the terms of the Licence;

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 identified on or which can be accessed via CLA's website or other electronic means controlled by CLA and Website Material 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 which is only referred to in, or can only be accessed by following an external link on, Website Material or in an electronic publication of a Participating Digital Material Publisher and where that material is not itself included in such electronic publication;

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www.cla.co.uk

CLA Scotland
Tel 0131 272 2711
Email clascotland@cla.co.uk

Registered in England
Reg no. 1690026

Excluded Material:

those categories of work and individual works identified in the list of Excluded Categories and Works as shown on CLA's website or other electronic means controlled by CLA and which may be amended periodically by CLA. 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:

the fee to be paid in respect of the Licence each year. 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 notified to the Licensee (to include payment for the indemnity as required) 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;

Item:

an individual and complete article, chapter, recipe or equivalent self-contained item of text and integrated still images;

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 application form;

Licensee Website:

the universally free-to-access website or online application controlled and operated by the Licensee but excluding at all times any Restricted Website;

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 or published by a Participating US Publisher EXCEPT any 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 CCC Electronic-Rights Works and, in both cases, Paper Copies derived there from by the Licensee EXCEPT any Excluded Material;

Paper Copies:

photocopies on to paper made from original Material Licensed For Photocopying (or a copyright fee-paid copy) and paper printouts of Digital Copies made in accordance with the terms of the Licence;

Participating Digital Material Publisher:

a Rightsholder who has confirmed to CLA that it is willing to permit the use under the Licence of electronic publications in which it owns or controls the copyright and who has not withdrawn such permission as identified on CLA's website or other electronic means controlled by CLA;

Participating US Publisher:

a publisher participating in the agreement between the Copyright Clearance Center (CCC) and CLA as identified on CLA's website or other electronic means controlled by CLA;

Photocopying Mandate Territories:

the United Kingdom, Argentina, Australia, Austria, Barbados, Belgium, Canada (including Quebec), Chile, Cyprus, Denmark, Finland, France, Germany, Ghana, Greece, Hong Kong, Iceland, India, Ireland, Italy, Jamaica, Japan, Luxembourg, Malawi, Mexico, the Netherlands, New Zealand, Norway, the Philippines, Singapore, South Africa, South Korea, Spain, Sweden, Switzerland, Trinidad and Tobago, Turkey and Zambia. This list may be amended periodically by CLA. Any such amendment shall be posted on CLA's website;

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;

Restricted Website:

any website or online application that primarily offers news, magazine, periodical or literary content or which CLA considers to be materially associated with: i) political or religious campaigns; ii) content which is sexually explicit, violent or militaristic, discriminatory, illegal or unlawful; or iii) activities which would cause detriment to the reputation of CLA or a relevant Rightsholder.

Scanning Mandate Territories:

the United Kingdom, Argentina, Australia, Belgium, Canada (including Quebec), Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Jamaica, Japan, the Netherlands, New Zealand, Norway, the Philippines, Singapore, South Africa, South Korea, Spain, Switzerland and Turkey. This list may be amended periodically by CLA. Any such amendment shall be posted on CLA's website;

Secure Network:

a 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;

Website Material:

material in the form of still images and text created and posted on Participating Digital Material Publishers' websites except Excluded Material.

- 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 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 either: i) solely within the Licensee's Secure Network; or ii) only to the extent permitted in accordance with the limitations of clause 5.3, on the Licensee Website. This includes, for the avoidance of doubt, the indexing, searching, opening, viewing, printing and presentation or display in electronic form of Digital Copies as is reasonably necessary for the ordinary use and operation of the Licensee's Secure Network and the Licensee Website respectively, but not any storage beyond that permitted by clause 7;

2.1.4 make copies of Paper Copies;

2.1.5 Supply Licensed Copies to any regulatory authority of the United Kingdom in connection with the making or monitoring of an application for regulatory or marketing approval of any of the Licensee's products or as part of the filing or pursuit of any Patent application in the United Kingdom and to external advisers in connection with the preparation and presentation of such applications or filings as required by law or by the rules of such regulatory authority provided that any such Licensed Copy shall:

- 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 clauses 2.1.3 ii) and 2.1.5) must be exercised:

2.2.1 for the Licensee's internal information purposes only (but without prejudice to clauses 2.1.3 ii) and 2.1.5); and

2.2.2 within the United Kingdom only, provided that any Authorised Person located outside of the United Kingdom and any user of the Licensee Website (whether located inside or outside of the United Kingdom) may access and view, but not print out, Digital Copies

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 Licence Fee, together with VAT thereon, is payable within 30 days from the date of an invoice from CLA.

3.3 Subject to the Licensee complying with all terms and conditions of the Licence, CLA shall automatically renew the licence to the Licensee effective from 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 Model Mediation Procedure.

4. Conditions applying to creation and use of licensed copies

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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; or

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.

For Digital Material that is not made available or otherwise structured as a conventional book, journal, magazine or other periodical or where the Digital Material is not divided into distinct sections identifiable as the equivalent of a book chapter or of an article in a journal, magazine or other periodical, the Licensee shall ensure, as far as is reasonably practicable, that copying is limited to small extracts that are equivalent to the limits set out above, at all times bearing in mind in particular the requirement contained in clause 4.5 that no copying shall substitute for the purchase of original Licensed Material.

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.

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4.7 For the avoidance of doubt, where the original is in full colour, Paper Copies and Digital 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 clause 5.

5. Further conditions applying to the creation and use of digital copies

5.1 The Licensee shall not edit, amend, manipulate, add to or delete from Digital Copies nor shall it authorise the same, except to the extent technically necessary to make the Digital Copies: i) perceptible on a computer screen to an Authorised Person; or ii) (solely as permitted by clause 5.3) available on the Licensee Website. Electronic notation superimposed on, or electronic marking-up of, a Digital Copy which clearly distinguishes such notation or marking-up from the original text (such as by the use of different colours) shall not be a breach of this condition.

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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. This Agreement is without prejudice to any acts which the Licensee is permitted to carry out by the terms of the Copyright, Designs and Patents Act 1988 (as the same may be subsequently re-enacted or amended) it being recognised that such permitted acts must be construed in accordance with the principles set out in Article 9(2) of the Berne Convention, as already reflected in the legislation applicable in the UK.

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7.2.1 i) immediately cease to make available any Digital Copies on the Licensee Website; and ii) permanently delete, as soon as practicable, from the hard drives of all its central and local servers and those of any third party subcontractor any and all Digital Copies which may be stored there (save for those Digital Copies the retention of which is required by law), but;

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7.4 If so requested in writing by CLA, the Licensee shall certify that it has ceased to make available and deleted Digital Copies in compliance with this clause 7. 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.

9. Print disabled persons

9.1 The provisions of this clause shall only apply where an Authorised Person is a Print Disabled Person in accordance with clause 9.3.

9.2 Notwithstanding the provisions of clause 4.2 the Licensee, and as appropriate Authorised Persons, may make and supply a copy of part or the whole of any work within Licensed Material in an alternative manner or form that gives a Print Disabled Person access to the work including allowing for the Print Disabled Person to have access as feasibly and comfortably as a person without a visual impairment or any of the disabilities referred to in clause 9.3 (an "Accessible Format Copy") but must respect the integrity of the work and not include any changes to the work which are not necessary in order to make an Accessible Format Copy for the exclusive use of the Print Disabled Person for whom it is intended on, and subject to, the following conditions:

9.2.1 the Licensee must have lawful access to an original copy of any work from which it makes an Accessible Format Copy;

9.2.2 each Accessible Format 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 Print 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.

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9.2.5 Accessible Format Copies may only be distributed in the United Kingdom except that Accessible Copies of works published within the United Kingdom may be distributed in any member state of the European Union and any other country that is a party to the Marrakesh Treaty 2013.

- 9.3 An Authorised Person is to be regarded as a "Print Disabled Person" for the purposes of this clause if he or she is a person who:
- 9.3.1 is blind;
 - 9.3.2 has a visual impairment which cannot be improved so as to give that person visual function substantially equivalent to that of a person who has no such impairment;
 - 9.3.3 has a perceptual or reading disability, including dyslexia, and is, as a result, unable to read printed works to substantially the same degree as a person without an impairment or disability;
 - 9.3.4 is otherwise unable, due to physical disability, to hold or manipulate a book or to focus or move their eyes to the extent that would be normally acceptable for reading; or
 - 9.3.5 would otherwise be regarded as having a disability in accordance with s.6 of the Equality Act 2010.
- 9.4 This clause is without prejudice to and does not purport to prevent or restrict the doing of any act which by virtue of and in accordance with the Copyright, Designs and Patents Act 1988 would not infringe copyright.

10. Indemnity

- 10.1 In this clause 'Qualifying Claim' shall mean any complaint made in writing that the Licensee acting in pursuance of the Licence has infringed copyright and/or database right in Licensed Material or in the typographical arrangement of the published edition in which Licensed Material is contained.
- 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 by electronic mail. In the case of there being no valid electronic contact, notices shall be sent by first class post, in the case of the Licensee to the address on the application form or otherwise notified to 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. The Licence may only be varied if such variance is acknowledged in writing on behalf of a duly authorised officer both of CLA and of the Licensee.
- 13.2** The Licence is personal to the Licensee and may not be assigned or otherwise disposed of in whole or in part.
- 13.3** The Licence shall be governed by English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts as regards any claim or matter arising in relation to the Licence.
- 13.4** 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.