Low Volume Document Delivery
Application Form

Please detach, sign and return your licence application to:

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I certify that I have read and understood the terms and conditions of the CLA Low Volume Document Licence and agree to abide by them. The information provided on this form is true to the best of my knowledge and belief.

I hereby apply to the CLA for a licence to take effect from 0 1 M M Y Y

Signed

Duly authorised signatory for and on behalf of the applicant

Name

Position

Date

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Low Volume Document Delivery Licence
Terms and Conditions

Introduction

This Licence records the terms on which CLA grants a licence to the Licensee to make and distribute to third parties copies of published material in which copyright subsists.

1. Definitions and interpretation

1.1 In this Licence the following meanings shall apply:

CLA:
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the date on the Licence application form for the Licence to take effect or the date from which an indemnity is sought (if earlier);

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a member of the Licensee or other user of its document supply services;

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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 periodically amended by CLA (any amendments shall be posted on CLA's website and shall take effect on the next Quarter Day) and any works specifically notified to the Licensee by CLA;

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

Quarter:
each period of 3 calendar months commencing on 1st January, 1st April, 1st July and 1st October in each year and each Quarter Day shall be construed accordingly;

Secure Electronic Delivery:
the provision, in electronic form, of Licensed Copies using the technical protection measures set out in Clause 5.2 or such other secure electronic means as may from time to time be agreed in writing by CLA.

1.2 All references to the singular in this Agreement 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 the non-exclusive right to make Licensed Copies of Licensed Material within the United Kingdom and to distribute them within the United Kingdom by post or, subject to clause 2.2, by Secure Electronic Delivery to Customers on the terms and conditions herein.

2.2 The Licensee may not use Secure Electronic Delivery to distribute Licensed Copies of any works notified by CLA to the Licensee at the Commencement Date and periodically thereafter. Such notification may be in respect of individual works, works of a particular rightsholder or works published in a particular Mandating Territory.

3. Payment and term

3.1 The Licence shall commence on the Commencement Date and last for a period of 1 (one) year unless renewed by mutual agreement.

3.2 The Licensee shall pay the Fee together with any VAT payable within 30 days of the date of an invoice from CLA.

3.3 CLA reserves the right to charge interest at the Prescribed Rate on late payment of amounts due under this Agreement.

3.4 The Licensee confirms that the estimate it has given of the annual number of document delivery copies for commercial purposes has been made in good faith and is, to the best of its knowledge and belief, accurate.

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4.1 The Licensee must own an original of any Licensed Material it copies under the terms of this Licence.

4.2 No Licensed Copy shall exceed the greater of 5% of any item of Licensed Material or:

a) in the case of a book, one chapter;

b) in the case of a periodical publication, one whole article and the contents pages of a year's issue of any periodical publication; or

c) in the case of a published report of judicial proceedings, the entire report of single case.

4.3 No Customer shall be supplied with more than one Licensed Copy of the same Licensed Material on the same occasion or for the same purpose. The Licensee shall use all reasonable endeavours to ensure that its Customers do not exceed these limits through multiple or systematic requests.

5. Conditions of supply to customers

5.1 The Licensee shall include the statement set out in paragraph 1 of Schedule 1 on any Licensed Copy supplied in printed form and the statement set out in paragraph 2 of Schedule 1 on any Licensed Copy supplied by Secure Electronic Delivery.

5.2 Where an electronic Licensed Copy is supplied other than by fax to any Customer, the Licensee shall use a technical protection measure that ensures the electronic Licensed Copy can be printed out no more than 2 times, and must ensure that the unique resource address relating to the Licensed Copy shall be available for no more than 30 days.

5.3 The Licensee shall not supply a Licensed Copy to a Customer without imposing a condition prohibiting subsequent resale, hiring out or other disposal for valuable consideration of the Licensed Copy.

5.4 The Licensee shall include as a condition of the supply of a Licensed Copy to a Customer a clause which expressly confers on CLA pursuant to the Contracts (Rights of Third Parties) Act 1999, the right to take legal action directly against that Customer to enforce the restrictions set out in this clause.

5.5 Should the Licensee have reasonable grounds to believe that any Customer is in breach of any of the restrictions set out in this Licence, it shall as soon as practicable serve notice on such Customer requiring it to remedy the alleged breach within 30 days of the date of the notice, and warning that the Licensee will suspend supply of Licensed Copies without further notice if the breach is not remedied within the said period. For the purposes of this clause, "reasonable grounds" shall include evidence of non-compliance provided by CLA.

6. Record keeping and surveys

6.1 If requested by CLA, the Licensee shall keep accurate records of the Licensed Copies it supplies during any month selected by CLA and supply CLA with a summary in machine readable form of such records (including the title, ISBN or ISSN, publisher and, where practicable, the author of each work from which a Licensed Copy is extracted) provided that CLA shall not request the Licensee to keep such records more than once during the Licence year.

6.2 The Licensee shall, if required, complete and return accurately and to the best of the knowledge and belief of the Licensee an 'Information Audit' form in accordance with the rules set out in the 'Guide to Information Audits' as shall be supplied to the Licensee by CLA.

7. Records and data supply

7.1 The Licensee shall maintain a record of the aggregate number of Licensed Copies made pursuant to this Licence and shall notify CLA of the number made each Quarter (divided by months within each Quarter) within 30 days of the end of each Quarter.

7.2 The Licensee shall permit CLA access to inspect such records at all reasonable times on 7 days prior written notice.

8. Indemnity

8.1 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.

8.2 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 ten (10) working days, or in the case of a Claim Form, within five (5) working days of the same having been received by the Licensee.

8.3 The indemnity conferred by this clause shall not apply:

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

8.3.2 during any period, or in respect of matters arising during such period, while the Licence is in suspense pursuant to clause 9.

8.4 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.

8.5 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.

8.6 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.

9. Termination and breach

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

9.2 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.

10. General

10.1 All notices given under the Licence shall be in writing and be sent by electronic mail. In the case of there being no valid electronic contact, notices shall be sent by first class 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.

10.2 This Licence may only be varied if such variation is acknowledged in writing by CLA and by the Licensee.

10.3 This Licence is personal to the Licensee and may not be assigned or otherwise disposed of in whole or in part.

10.4 This 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.

10.5 The parties do not intend that any term of the Licence shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Licence save as is mentioned in clause 5.4.

Schedule 1

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1. The following statement will appear as part of any items distributed in printed form:

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