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Low Volume Document Delivery Licence Terms and Conditions

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- 8.3 The indemnity conferred by this clause shall not apply:
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- 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.
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- 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.
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- 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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