



Read Aloud Licence Terms and Conditions

Introduction

This Licence records the terms on which CLA grants a licence to Educational Establishments in the United Kingdom to reproduce and make video recordings of books being read aloud for educational purposes.

1. Definitions

1.1 In this Licence the following meanings shall apply:

Artistic Work:

graphics, images, artwork, designs, photographs or other visual or artistic works contained within the Licensed Material;

Authorised Persons:

teaching staff and other staff (whether temporary or permanent) of the Licensee;

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 the CLA Read Aloud Licence, and information provided should be applied by the Licensee to the relevant purpose accordingly;
- ii) information as periodically amended by CLA, any such amendment taking effect on the next Quarter Day after such amendment is first posted;

Claim Form:

a form filed in a court initiating any process in any legal action or proceedings arising out of or in connection with this Licence or its subject matter or formation;

Commencement Date:

the date notified by CLA to the Licensee, usually at the start of a Licence Year;

Copyright Notice:

a statement in the following, or substantially similar, terms: "This recording OR live stream has been supplied under a CLA Licence with specific terms of use. The content in this recording OR live stream is protected by copyright and, save as may be permitted by law, it may not be further copied, stored, on-copied electronically or otherwise shared, even for internal purposes, without the prior further permission of the Rightsholder.";

Dramatised Form:

the reading aloud of Licensed Material in a dramatic or dramatised form, including but not limited to the use of multiple readers, acting out a story, and adding music or audio (except to the extent that such music or audio is part of the original Licensed Work). To avoid doubt, Dramatised Form does not include the reading aloud of the Licensed Material via British Sign Language interpretation for deaf Users;

Educational Establishments

Schools (including academies and free schools), colleges, pupil referral centres, resource centres and other educational institutions in the United Kingdom, with the exception of higher education establishments;

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;

FTE Student Total:

the total number of full time equivalent students (to include all full time and part time students) of the Licensee as notified to CLA either by the representative data source as posted on CLA's website, such as but not limited to, the Data Service, Scottish Funding Council, Department for Education or, if no representative body exists which provides this information, by the Licensee itself calculated in agreement with CLA;

The Copyright Licensing Agency Ltd

Tel 020 7400 3100
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www.cla.co.uk

CLA Scotland
Tel 020 4512 0100
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Registered in England
Reg no. 1690026

Licence:

the licence granted pursuant to the terms and conditions of this agreement;

Licence Fee

the fee to be paid in respect of the Licence each year as notified in writing by CLA to the Licensee;

Licence Period:

in respect of each Recording, fourteen calendar days from and including the date that the Recording was uploaded to the Secure Network;

Licensed Material:

published editions of books in which copyright subsists published in hard copy or electronic format by a Participating Publisher as the case may be EXCEPT any Excluded Material;

Licensed Material Details:

in respect of the Licensed Material that is the subject of the Recording, the name of the publisher, the name of the author, the name of the illustrator (if any) and the title;

Licensee:

any Educational Establishment in respect of which the appropriate Licence Fee has been paid;

Licence Year:

Unless advised to the contrary, 1 April in any one year to 31 March in the succeeding year or 1 August in any one year to 31 July in the succeeding year depending on the type of the Educational Establishment;

Recordings:

video (including live video streams) or audio recordings of an Authorised Person reading aloud the whole or any part of the Licensed Material in accordance with the terms of this Licence;

Participating Publisher:

a Rightsholder who has confirmed to CLA that it is willing to permit the use under the Licence of 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;

Prescribed Rate:

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

Quarter Day:

1st January, 1st April, 1st July or 1st October;

Rightsholder:

any person owning or controlling the copyright in any Licensed Material;

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; and

Users:

all students registered at a Licensee, their parents, teaching and other staff (whether temporary or permanent) and governors of the Licensee in each case who are permitted by the Licensee to have access to the Secure Network.

- 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 Recordings, subject to the conditions set out in clause 4;
- 2.1.2 make available, or permit the making available of Recordings solely within the Licensee's Secure Network for viewing by the Users for the Licensed Period, subject to the conditions set out in clause 5. This includes, for the avoidance of doubt, the indexing, searching, opening, and viewing, of the Recordings' file as is reasonably necessary for the ordinary use and operation of the Licensee's Secure Network, but not any storage beyond that permitted by clause 6; and
- 2.1.3 make no more than two copies of a Recording for the sole purposes of (i) back-up and (ii) enabling the Licensee to comply with its obligations under clause 10.2.

3. Payment and term

- 3.1 The Licence shall commence on the Commencement Date and shall continue from year to year unless and until terminated in accordance with clause 9.
- 3.2 The Licence Fee, together with VAT thereon, is payable within 30 days from the date of an invoice from CLA.
- 3.3 CLA reserves the right to charge interest at the Prescribed Rate on late payment of any amounts due under this Licence.

4. Conditions applying to creation of Recordings by Authorised Persons

- 4.1 The Licensee must own, or have subscribed to, an original of any Licensed Material it uses to make a Recording.
- 4.2 The Licensee shall (and shall procure that any Authorised Person shall) ensure that:
- 4.2.1 any Artistic Works which are to be made visible to Users in a Recording are:
- i) in their original, unamended or adapted form; and
 - ii) shown in situ within the Licensed Material and not animated, manipulated, disembedded or otherwise made visible outside of the Licensed Material; and
- 4.2.3 Licensed Materials shall:
- i) be read aloud verbatim, with changes and minor adaptations by the Authorised Person permitted solely for pedagogical purposes; and
 - ii) not be presented in Dramatised Form.
- 4.3 Authorised Persons shall read aloud or otherwise display in the Recording the Licensed Material Details prior to commencing the reading aloud of the whole or part of the Licensed Material.
- 4.4 The Copyright Notice shall either be: (i) in the case of a video Recording only, displayed on screen or on a card or (ii) in the case of any type of Recording, read aloud by the Authorised Person at the beginning of the Recording and prior to commencing the reading of the whole or part of the Licensed Material.

5. Conditions applying to the use of the Recordings by Users

- 5.1 Recordings may not be sold or otherwise disposed of (whether or not for valuable consideration), nor rented, nor loaned to, nor downloaded, nor otherwise accessed in any way by any third party or used for any external purposes or exploited for purposes other than for the Licensee's internal educational purposes. For the avoidance of doubt, this prohibition includes making the Recordings available or accessible on any publicly accessible website or application (including, but not limited to YouTube, DailyMotion, Vimeo and similar platforms), either directly or indirectly via links or hyperlinks to or from any external or third-party website or application.
- 5.2 Users accessing the Recordings as permitted under clause 2.1.2, are permitted to do so remotely from inside or outside the United Kingdom (but always through the Secure Network), but are not permitted to make copies of or download the Recordings for any purpose.
- 5.3 The Licensee shall ensure that a record of all Licensed Materials that are used by Authorised Persons to make Recordings in any school year is maintained, and that such record is made available for inspection by CLA at CLA's reasonable request.
- 5.4 To avoid doubt, nothing in this clause 5 shall prevent the Licensee from exercising, or override, any rights or exceptions the Licensee has under applicable law.

6. Storage and deletion of Recordings

- 6.1 The Licensee shall ensure that Recordings (and any copies permitted under clause 2.1.3) are securely deleted from the Secure Network by no later than the expiry of the Licensed Period.
- 6.2 On termination of this Licence, the Licensee shall (and shall procure that Authorised Persons shall):
- 6.2.1 immediately cease to make available any Recordings on the Secure Network; and
- 6.2.2 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 Recordings and copies of the same which may be stored there.
- 6.3 The Licensee shall immediately: i) cease to make available any Recordings on the Secure Network; 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 Recordings and copies of the same which may be stored there upon notice from CLA that the Rightsholder believes that the Licensed Material that is the subject of a Recording infringes copyright or is or may be defamatory, obscene or otherwise unlawful or, in the case of i) above, the relevant Rightsholder or publisher issues a legal retraction notice or notice of correction.
- 6.4 If so requested in writing by CLA, the Licensee shall certify that it has ceased to make available and deleted Recordings in compliance with this clause 6.

7. Other obligations

- 7.1 The Licensee shall notify Authorised Persons, and ensure their compliance with, the provisions of the Licence.
- 7.2 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.
- 7.3 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.

8. Indemnity

- In this clause "Qualifying Claim" shall mean any complaint made in writing that the Licensee acting in pursuance of this 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.
- 8.1 In the case of any Qualifying Claim CLA will 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 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.

- 8.2** The indemnity conferred by this clause shall not apply:
- 8.2.1** if the Licensee is in material breach of any term of the Licence; or
 - 8.2.2** during any period, or in respect of matters arising during such period, while the Licence is in suspense pursuant to clause 12.
- 8.3** CLA will 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.
- 8.4** 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.
- 8.5** 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** 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.
- 9.2** 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 with immediate effect or suspend the Licence until CLA shall be satisfied such breaches will not recur.
- 9.3** 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.

10. Data Collection

- 10.1** CLA may, no more than once in each year, require the Licensee to participate in a data collection exercise to analyse use by the Licensee of Licensed Material to make Recordings under the Licence which will assist CLA in distributing the Licence Fee to authors, artists and publishers.
- 10.2** 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 upload of one copy of any Recording to any online platform as required by CLA.
- 10.3** If selected, the Licensee shall co-operate with CLA in conducting the data collection exercise and undertakes to ensure that its Authorised Persons comply with its obligations under this clause.
- 10.4** CLA undertakes not to disclose any information obtained as a result of any data collection exercise except:
- 10.4.1** as required by a court or other authority of competent jurisdiction; or
 - 10.4.2** in aggregated form from which the identity of the Licensee cannot directly be identified.

11. General

- 11.1** All notices given under the Licence shall, unless otherwise specified, be in writing and be sent by first class post, in the case of the Licensee to the address it notifies for such communication, and in the case of CLA to its registered office as indicated on its website www.cla.co.uk (or any address notified to the Licensee by CLA), or by email to: education.customers@cla.co.uk 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 in the case of notices by post and the next working day following the date of sending an email.
- 11.2** The Licence may only be varied if such variance is acknowledged in writing on behalf of CLA and the Licensee.
- 11.3** The Licence is personal to the Licensee and may not be assigned or otherwise disposed of in whole or in part.
- 11.4** The 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.
- 11.5** 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.