Training Provider Licence Extension
Application Form

Please sign and return your licence application to:

New Licences

Email: **licence@cla.co.uk**

New licence enquiries
020 4512 0100

The application form and notes should be read in conjunction with the CLA Rate Card for the Training Provider Licence Extension

Full legal name of organisation

Address

Postcode

I hereby apply to CLA for a Licence to take effect from the first day of [1] 0 1 M M Y Y

Indemnity for Past Copying [2]

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 2): Yes ☐ No ☐

If yes:

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

Or

b) We would like the indemnity from: [Insert date] 0 1 M M Y Y

I certify that I have read and understood the terms and conditions of the CLA Training Provider Licence Extension 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

Name (print)

Position

Date

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. The date on which you wish the Licence to commence should be entered here.

2. 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.

The Copyright Licensing Agency Ltd

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

CLA Scotland
Tel 020 4512 0100
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Training Provider Licence Extension
Terms and Conditions

Introduction

This Licence records the terms on which CLA grants additional permissions to organisations that already hold a valid Business, Law or Public Administration licence from CLA (a 'Main Licence') to allow them to reproduce and use extracts of Licensed Material to deliver structured training to external delegates within the United Kingdom, for the purposes of the training only.

1. Definitions and interpretation

1.1 In this Licence terms defined in the Main Licence shall have the same meaning unless otherwise indicated. In some cases the definitions are repeated here for ease of reference. Other terms shall have the meanings ascribed to them below:

Authorised Persons:

i) for Paper Copies: employees of the Licensee, workers and consultants appointed or 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;

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

Copyright Notice:
a statement in the following, or substantially similar, terms: "This document has been supplied under a CLA Licence with specific terms of use. It 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.";

Delegate:
Any person who is not an employee of the Licensee, worker or consultants engaged by the Licensee and who is receiving a Structured Training Course from the Licensee, subject to clauses i) and ii) below, and the further restrictions on the use of such copies by Delegates required under this licence:

i) for Paper Copies: only for the purpose and duration of the Structured Training Course; and

ii) for Digital Copies: those individuals who are permitted by the Licensee to have access to the licensee's Secure Network for the purposes of the Structured Training Courses and only for the duration of such Structured Training Course(s), whose identity is authenticated at the time of login and periodically thereafter consistent with current best practice, and whose conduct is subject to terms communicated by the Licensee or who receive such copies by or on behalf of the Licensee by electronic mail via their own secure network;

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 or Delegates of Digital Material which, in all cases, are subject only to clause 4.8 in respect of copies made for the purposes of the Structured Training Course, are direct unaltered copies of the work copied and are made in accordance with the terms of the Licence;

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still images and text from publications created and distributed in electronic form published by a Participating Digital Material Publisher, 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. Digital Materials for the purposes of use by Authorised Persons but not for the Structured Training Courses provided to Delegates also includes CCC Electronic-Rights Works;

Educational Establishment:
Any establishment providing primary, secondary or further education as defined in the Education Act 1996 or courses of Higher Education as defined in the Education Reform Act 1988;

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:
in addition to the fee for the Main Licence, the fee to be paid in respect of the Licence each year as set out in the Training Provider Licence Extension Rate Card. In the first year of this Licence, the Fee shall be pro-rated if necessary in order for the anniversary of this Licence to align with the anniversary of the Main Licence.

Licence:
the licence granted by clause 2;

Licensed Copies:
either Paper Copies or Digital Copies as appropriate;

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any and all Material Licensed For Photocopying, Material Licensed For Scanning and Digital Material;

Licensee
the company and any Affiliated Companies, (i) who already hold a Main Licence; (ii) who provide or deliver Structured Training Courses as part of their organisation's activities but not as its primary purpose; and (iii) whose Professional Employees have, where relevant, been included in the calculation of the 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 EXCEPT any Excluded Material. Material Licensed For Photocopying for the purposes of use by Authorised Persons but not for Structured Training Courses for Delegates shall also include the categories of material above published by a Participating US Publisher;

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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 Paper Copies derived there from by the Licensee EXCEPT any Excluded Material. Material Licensed For Scanning for the purposes of use by Authorised Persons but not for Structured Training Courses for Delegates shall also include CCC Electronic Rights Works and Paper Copies derived therefrom 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 another electronic means controlled by CLA;

Photocopying Mandate Territories:
At the date of this Licence:

the United Kingdom, Argentina, Australia, Austria, Barbados, Belgium, Canada (including Quebec), Chile, Colombia, Cyprus, Denmark, Finland, France, Germany, Ghana, Greece, Hong Kong, Iceland, India, Ireland, Italy, Jamaica, Japan, Luxembourg, Malawi, Malaysia, Mexico, the Netherlands, New Zealand, Norway, the Philippines, Singapore, Slovenia, South Africa, South Korea, Spain, Sweden, Switzerland, Trinidad and Tobago, Turkey, the United Arab Emirates 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:
At the date of this Licence:

the United Kingdom, Argentina, Australia, Belgium, Canada (including Quebec), Chile, Cyprus, Colombia, Denmark, Finland, France, Germany, Ghana, Greece, Hong Kong, Iceland, Ireland, Jamaica, Japan, Malaysia, the Netherlands, New Zealand, Norway, the Philippines, Singapore, Slovenia, South Africa, South Korea, Spain, Switzerland, Turkey and the United Arab Emirates.

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 or by Delegates as relevant;

Structured Training Course(s):
A structured course of teaching to persons who are not:

i) employees of the Licensee, workers or consultants appointed or engaged by the Licensee; or

ii) registered as full time or part time students at an Educational Establishment, that is aimed at improving the knowledge, skills and professional development of the participants in a particular field over a fixed period of time, is not funded by the Education and Skills Funding Agency or by an Educational Establishment and in respect of which the Licensee may or may not receive payment from Delegates; and

Website Material:
material in the form of still images and text created and posted on Participating Digital Material Publishers' websites to which the Licensee has lawful access (including website content behind a paywall or subject to encryption or technical protection means) 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 for so long as the Licensee holds a Main Licence, the non-exclusive non-transferable, non-sublicensable and revocable 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 Delegates;

2.1.2 scan, or permit the scanning of, Material Licensed For Scanning to produce Digital Copies for Delegates 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 solely within the Licensee's Secure Network for Delegates (for the duration of the Structured Training Course only); and

2.1.4 make copies of Paper Copies for the purposes set out in clause 2.1.1;

2.2 All the rights and permissions granted by clause 2.1 must only be exercised:

2.2.1 for the purposes of the Licensee's provision of Structured Training Courses to Delegates whether held on the Licensee's premises or at another location or online via the Licensee's Secure Network; and

2.2.2 within the United Kingdom only, provided that any Delegate located outside of the United Kingdom may securely access and view Digital Copies during the period of the Structured Training Course only and may download or print one copy of such material only, for their personal use and subject to the restrictions set out elsewhere in this Licence.

3. Payment and term

3.1 The Licence shall commence on the Commencement Date. It shall continue until the anniversary of the Main Licence in the first year, and thereafter continue annually from year to year, unless and until terminated in accordance with clause 11.

3.2 The 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 or the anniversary of the Main Licence if different, and each subsequent anniversary thereafter.

3.4 CLA reserves the right to charge interest at the Prescribed Rate on late payment of any amounts due under this Licence.

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 ('CEDR') Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR.

4. Conditions applying to creation and use of licensed copies

4.1 With the exception of any part of Website Material that is 'free to view' the Licensee must own, or have subscribed to, an original, or a copy on which it has paid a copyright fee (which shall include material supplied in either hardcopy or electronic form by a supplier licensed by CLA to provide such a service such as, but without limitation, document delivery and press cuttings suppliers), of any Licensed Material it copies, scans or uses under the terms of this Licence.

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 e.g. one course of the applicable Structured Training Course leading to a certificate of completion or a qualification shall be treated as one copy and clause 4.2 interpreted accordingly.

4.4 Licensed Copies may not be sold or otherwise disposed of (whether or not for valuable consideration) nor rented nor loaned to any third party or used for any external marketing or promotional purposes or exploited for purposes other than for the Licensee's internal information purposes or for the use of the Structured Training Course for Delegates. In respect of Licensed Copies for Delegates, the cost of making Paper Copies may be passed on to Delegates at a price set to recoup only the cost of production of the copy and not to include the copyright fee or to make any profit for the Licensee from this activity.

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4.6 Licensed Copies may also be made and used for providing Structured Training Courses to Authorised Persons.

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.

4.8 Notwithstanding anything to the contrary in clause 5 below, extracts of Licensed Material and other material generated by teaching staff or students may be combined, parts may be blanked out, annotated, relevant parts may be selected, translated or adapted as a pedagogic exercise only and illustrations or photographs may be dis-embedded for the purpose of Structured Training Courses for Delegates only provided in all instances the identity of the author and the title of the original source and the fact of adaptation are clearly identified and the moral rights of the author are observed.

4.9 Licensed Copies supplied to Delegates in any form shall contain the Copyright Notice in a prominent place on each copy. All Delegates should be reminded at the start of the Structured Training Course that any training material containing Licensed Copies must not be further copied, or otherwise shared in print or electronically, even for internal purposes within their own organisation, unless permitted by law or with the further permission of the copyright owner. Copies may be downloaded and stored for personal use of the Delegate only.

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

5.1 Subject to clause 4.8 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 perceptible on a computer screen to an Authorised Person or to a Delegate for the purposes of the Structured Training Course. 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.

5.2 Except as may be permitted by clauses 4.7, 4.8, 5.1 and 9, no digital manipulation, morphing, colour or shade adjustment or any other form of manipulation, may be made of Digital Copies or Digital Material under the Licence.

5.3 Digital Copies may not be placed on a publicly accessible website or online application or be linked either directly or indirectly by hypertext links (or the like) to or from any external or third party website or online application except as permitted under the Main Licence.

5.4 Except as specifically permitted by the Licence, no other copying, summarising, dissemination, publication, communication or making available to the public, repackaging or distribution, in any form, of Digital Copies, in whole or in part, is permitted.

5.5 Where any work appearing within Digital Material or Material Licensed For Scanning incorporates, or has adjacent to it, the identity of the author or creator of the artistic and/or literary work, the Licensee shall ensure that every Digital Copy of that work shall include the identity of such author or creator. In cases where the Digital Material or Material Licensed For Scanning, does not incorporate, or have adjacent to it, the identity of the author or creator of the artistic or literary work, the Licensee shall use reasonable endeavours to ensure that every Digital Copy of that work shall include the identity of such author or creator.

5.6 The Licensee may subcontract to third parties the making and the making available of Licensed Copies, provided that:

5.6.1 the Licensee takes all reasonable steps to ensure that any such third party operates appropriate management and security procedures so as to ensure compliance with the terms of the Licence;

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 Licence 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 United Kingdom.

6. No use of CCC Electronic-Rights Works

6.1 The use of CCC Electronic-Rights Works is not permitted under this Licence.

7. Storage and deletion of Digital Copies

7.1 The Licensee may store Digital Copies on the Secure Network. Such stored Digital Copies may be indexed and searchable but may not be stored on a server, or systematically indexed, with the intention of creating an electronic library or similar corporate information resource.

7.2 On termination of this Licence the Licensee shall:

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 appointed in accordance with clause 5.6 any and all Digital Copies which may be stored there (save for those Digital Copies the retention of which is required by law), but;

7.2.2 shall be entitled, except where such termination is by CLA for cause, to retain Digital Copies stored pursuant to clause 7.1 for record purposes and shall be entitled to access such Digital Copies only to prove that such Digital Copies were a necessary part of the product or project for which they were originally identified as being stored.

The Licensee shall not otherwise be entitled to access or use such Digital Copies under the Licence except where necessary for technical backup purposes or where required by law.

7.3 The Licensee shall immediately: (i) 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 appointed in accordance with clause 5.6 any and all Digital Copies which may be stored there upon notice from CLA that the copyright holder believes that the Licensed Material contained in the Digital Copies 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 or if CLA considers the Licensee Website is, or has become, a Restricted Website.

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 and Delegates 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 a Delegate 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.

9.2.3 the Licensee may only charge for the supply of an Accessible Format Copy an amount which does not exceed the cost of making and supplying it;

9.2.4 that the Accessible Format Copy is only for the personal use of a Print Disabled Person (or a person acting on behalf of a Print Disabled Person) who is an Authorised Person; and

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 A Delegate 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 rights 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.

10.3 The indemnity conferred by this clause shall not apply:

10.3.1 if the Licensee is in 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 suspended pursuant to clause 11.2.

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 of liability, offer of payment, indemnity, agreement or compromise in relation to the Qualifying Claim shall be made or given by or on its behalf or on behalf of CLA without CLA's prior 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 give CLA and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Licensee, so as to enable CLA and its professional advisers to examine them and to take copies for the purposes of assessing the Qualifying Claim.

10.7 Nothing in this clause shall restrict or limit the Licensee's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

10.8 The Licensee shall indemnify CLA in respect of all liabilities, costs, expenses, damages and losses and all other reasonable expenses, legal costs and other professional costs and expenses awarded against incurred or suffered by CLA in respect of any claim arising out of the Licensee's breach or negligent performance 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. This Licence shall automatically terminate on termination of the Main Licence.

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 with immediate effect 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 Fees to authors, artists and publishers.

12.2 The data collection exercise may, without limitation, take the form of a survey, record keeping or online reporting exercise, access to creations of Digital Copies. or any combination of these activities, in accordance with any guidelines on data collection as may be published and updated on the CLA's website from time to time.

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.

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.

13.5 CLA may vary this Licence from time to time on giving the Licensee at least 30 days' notice in writing prior to such variations taking effect, unless any variation is required by applicable law and in which case such variations will be effective immediately