Media Consultancy Licence
Application Form

Please sign and return your licence application to:

New Licences

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

New licence enquiries
020 4512 0100

Full legal name of organisation

Address

Postcode

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

Annual Fee

- ☐ £186.85 (+ VAT) – up to 1,250 clips per annum
- ☐ £373.70 (+ VAT) – up to 2,500 clips per annum
- ☐ £921.81 (+ VAT) – up to 6,250 clips per annum
- ☐ £1,843.60 (+ VAT) – up to 12,500 clips per annum
- ☐ Price on Application – 12,500+ clips per annum

Indemnity for Past Copying

We have distributed press cuttings to clients in the past and wish to backdate the licence: 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 Media Consultancy Licence in conjunction with the annual fees listed above and agree to abide by them. The information provided on this form is true to the best of my best 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

The Copyright Licensing Agency Ltd

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

CLA Scotland
Tel 020 4512 0100
Email licence@cla.co.uk

Registered in England & Wales
Reg no. 1690026

MC_20260106

Media Consultancy Licence
Terms and Conditions

Introduction

This Licence records the terms on which CLA grants a licence to businesses in the media consultancy field in possession of a CLA Business Licence to reproduce and use or re-use extracts from material published in hard copy and electronic form in which copyright subsists as part of the supply of media consultancy services.

1. Definitions and interpretation

1.1 In this Agreement, the following words and expressions shall have the following meanings:

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;

Agreement:
the terms and conditions set out below together with the Appendix attached hereto;

Appendix:
the separate sheet attached hereto which sets out the information the Licensee should submit to CLA at six monthly intervals;

CLA's website:
www.cla.co.uk or such other site as may be notified to the Licensee. A reference to information on, or which can be 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 Media Consultancies and

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);

Customer:
any organisation in receipt of a Media Consultancy Service provided to it by the Licensee;

Cutting:
any article, or part of an article, extracted from any published edition of a journal, magazine or other periodical containing an item of news or current affairs;

Digital Cutting:
any electronic copy of a Cutting extracted from Material Licensed for Scanning, in whole or part, in the form of page bitmap copies;

Digitally Extracted Content:
any article, or part of an article, extracted from Website Material containing an item of news or current affairs;

Employee:
any employee of the Licensee and any worker or consultant engaged by the Licensee where "worker" has the meaning given to it by the Employment Rights Act 1996; and "consultant" means an individual providing consultancy services to the Licensee;

Excluded Material:
works within categories or those individual works identified as Excluded Categories and Works as shown on CLA's website, or other electronic means controlled 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 Website Material or any combination thereof;

Licence:
the licence granted by clause 2;

Licence Fee:
the sum, as set out on CLA's website, for the relevant band payable according to the maximum number of Licensed Cuttings to be supplied per annum as selected by the Licensee;

Licensed Cuttings:
Paper or Digital Cuttings, Snippet Links and PDFs of Digitally Extracted Content; "Licensee": the company and any Affiliated Companies as listed on the application form;

Licensed Material:
any and all Material Licensed for Photocopying, Material Licensed for Scanning and Website Material;

Material Licensed for Photocopying:
original published print editions of journals, magazines and other periodicals in which copyright subsists published in the Photocopying Mandate Territories other than Excluded Material;

Material Licensed for Scanning:
original published print editions of journals, magazines and other periodicals in which copyright subsists published in the Scanning Mandate Territories other than Excluded Material;

Media Consultancy:
any firm such as a public relations company or advertising company that provides Media Consultancy services to its Customers;

Media Consultancy Service:
the service provided by a Media Consultancy to its Customers for the delivery of Paper Cuttings, Digital Cuttings and, where applicable, Snippet Links and PDFs of Digitally Extracted Content.

Paper Cutting:
a photocopy on to paper from a Cutting extracted from Material Licensed for Photocopying and any paper print-off of a Digital Cutting;

Participating Digital Material Publisher:
a Rightsholder who has confirmed to CLA that it is willing to permit the use under the Licence of Website Material in which the Rightsholder 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;

Photocopying Mandate Territories:
with the exception of the rights granted in 2.3 for which the territory is restricted to the United Kingdom only, the United Kingdom, Argentina, Australia, Austria, Barbados, Belgium, Canada (including Quebec), Chile, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Jamaica, Luxembourg, Mexico, Malawi, the Netherlands, New Zealand, Norway, the Philippines, South Africa, South Korea, Spain, Sweden, Switzerland, Trinidad and Tobago and Turkey as may be amended periodically by CLA. Any such amendment shall be posted to CLA's website;

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

PDF:
a Portable Digital Format (and/or such other secure electronic format as may be agreed between the Parties) subject to any additional digital rights management solution as may be specified by CLA from time to time;

Quarter:
any period of three calendar months during the Licence commencing on a Quarter Day save that the first Quarter shall commence on the Commencement Date and end on the day prior to the next following Quarter Day;

Quarter Days:
1st January, 1st April, 1st July, and 1st October and "Quarter Day" shall be construed accordingly;

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

Scanning Mandate Territories:
with the exception of the rights granted in 2.3 for which the territory is restricted to the United Kingdom only, the United Kingdom, Argentina, Australia, Canada (including Quebec), Denmark, Finland, France, Greece, Hong Kong, Iceland, Ireland, Jamaica, Norway, The Philippines, Singapore, South Africa, Spain, Switzerland and Turkey as may be amended periodically by CLA. Any such amendment shall be posted on CLA's website;

Snippet Link:
a direct hypertext link to an item of Digitally Extracted Content in its original context on the website of a Participating Digital Material Publisher from which it has been extracted accompanied with a headline and/or text summary of an extract from that item of no more than 256 characters;

Website Material:
material in the form of still images or text created and posted on the websites of Participating Digital Material Publishers except Excluded Material. For the avoidance of doubt, material other than still images and text is not included in the Licence for Website Monitoring nor is any material which is only referred to in, or can only be accessed by following an external hypertext link on or in a website of a Participating Digital Material Publisher, and where that material is not itself included in such material; and

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 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 Cuttings;

2.1.2 distribute, or permit the distribution of, Paper Cuttings to Customers;

2.1.3 scan, or permit the scanning of, Material Licensed for Scanning using a process of optical character or font recognition;

2.1.4 make, or permit the making of, Digital Cuttings;

2.1.5 make available, or permit the making available of, Digital Cuttings to Customers via email;

2.1.6 extract Digitally Extracted Content and create Snippet Links;

2.1.7 make available Snippet Links and, where permitted by the relevant Rightsholder, PDFs (and where requested by a Customer a paper copy thereof) of the Digitally Extracted Content from websites for which a subscription is not required but which are free to view to Customers (details of which will be available to the Licensee on or via a link from CLA's website) via email.

2.2 The Licensee shall use the rights granted by clause 2.1 in connection with the provision by it of a Media Consultancy Service but for no other purpose whatsoever. In particular but without prejudice to the generality of the foregoing, Licensed Cuttings and Website Material may not be supplied to Customers as part of a general document delivery service. For the purposes of this clause, the term 'document delivery service' shall mean the systematic supply of copies of specific items of published material in response to individual requests from Customers. Any breach by the Licensee of this term shall be regarded as a material breach of the Licence entitling CLA to terminate the Licence and the provisions of clause 11.2 shall apply.

2.3 All the rights and permissions granted by clause 2.1 be exercised within the United Kingdom, except that the rights to distribute or make available Paper Cuttings, Digital Cuttings, Snippet Links and PDFs of Digitally Extracted Content (in all cases of UK repertoire only) granted by clauses 2.1.2 and 2.1.5 and by clause 2.1.7 may be exercised in favour of any overseas Customer or Parent or Subsidiary Undertaking of a UK Customer outside of the United Kingdom.

2.4 The Licence shall commence on the Commencement Date and thereafter shall continue from year to year unless and until determined in accordance with clause 11.

3. Payment and reporting

3.1 The Licence Fee, together with VAT thereon, is payable within 30 (thirty) days from the date of an invoice from CLA

3.2 The Licensee shall at its cost, at least eight weeks prior to the anniversary of the Commencement Date, provide details of all Customers supplied with Licensed Cuttings in the form set out in the Appendix. The Licensee must ensure that it has notified each Customer in advance, whether in the Licensee's contractual terms or otherwise (and in accordance with applicable law), that it is a condition of supply of any Licensed Cuttings that such Customer-related information and contact details (including to the extent that such information contains the names of or other potential identifiers of individuals or other personal data) must be provided to CLA by the Licensee in order to enable CLA to verify that Customers have a CLA licence or the copyright owner's permission to use the Licensed Cuttings in an authorised manner and so allow CLA to properly protect the interests of the copyright owners which CLA and its members represent. The Licensee shall immediately on request by CLA provide to CLA a copy of the Licensee's contractual terms or other forms of notice in order to allow CLA to ensure compliance with the foregoing obligation.

3.3 In the event that any inspection by CLA or any data collection exercise undertaken pursuant to clause 9 herein reveals the Licensee has distributed a greater number of Licensed Cuttings than that permitted by the band selected for the Licence Fee, the Licensee shall forthwith upgrade to the appropriate band

3.4 and pay CLA the difference between the band selected and the band applicable to the number of Licensed Cuttings actually supplied (including any VAT thereon) together with interest at the Prescribed Rate from the date when payment should have been made.

The above provisions are without prejudice to the right of CLA to initiate proceedings for any other due cause of action including breach of contract or to exercise its rights to terminate the Licence under clause 11.

4. General conditions

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 hard copy or electronic form by a supplier licensed by CLA to provide such a service such as, but without limitation, document delivery and media monitoring suppliers), of any Licensed Material it copies, scans or uses under the terms of the Licence.

4.2 No single Licensed Cutting shall exceed the greater of one whole article or 5% of any single issue of a periodical publication. For Website Material that is not made available or otherwise structured as a conventional journal, magazine or periodical or where the Website Material is not divided into distinct sections identifiable as the equivalent of one article or 5% of any single issue of a periodical publication, the Licensee shall ensure, as far as is reasonably practicable, that the Licensed Cutting is equivalent to the limits set out above.

4.3 For the avoidance of doubt, where the original is in full colour, Licensed Cuttings may be made in colour and in black and white (known as halftones) provided that no colour separations are made.

4.4 Save for the alterations permitted by clause 4.3, no digital manipulation, whether by way of optical character recognition, morphing, colour or shade adjustment or otherwise may be made of Website Material under the Licence and the Licensee may not make any alteration to any extract from any Licensed Material other than alterations to size or layout necessitated by the limitations of the Media Consultancy Service it provides or as needed to render it compatible with the Licensee's systems provided no alterations are made to the content of any Licensed Material.

4.5 The Licensee shall use all reasonable endeavours to ensure that all Cuttings, Snippet Links and PDFs contain both the title of the work from which the Licensed Cutting is extracted and the identity of the author of the literary and any artistic works appearing in such Licensed Cutting.

5. Further conditions applying to scanning and digitally extracted content

5.1 Digital Cuttings and Digitally Extracted Content may not be placed on the publicly accessible world wide web or be linked either directly or indirectly by hypertext links (or the like) to or from any external or third party website or otherwise made available or stored in open resources (including electronic reserves, digital libraries or institutional repositories).

5.2 Subject to clauses 4.3 and 4.4 no digital manipulation, whether by way of optical character recognition, morphing, colour or shade adjustment or any other form of manipulation may be made of Digital Cuttings save where such manipulation is necessary to render the Digital Cutting legible.

5.3 Further to clause 4, the Licensee acknowledges that:

5.3.1 the Participating Digital Material Publishers may apply additional requirements in relation to the access and use of their websites and electronic publications, including any pay per view and subscription fees or other payments and/or may apply such additional requirements to specific Website Material and it will be necessary for a Customer to comply with these requirements in addition to and notwithstanding any of the provisions of this Agreement;

5.3.2 the terms and conditions or other contractual provisions relating to the access and use of such websites and Website Material shall continue to apply in addition to this Agreement save in respect of the making and distribution of Licensed Cuttings where the terms of this Agreement shall be deemed to apply and take precedence; and

5.3.3 the Participating Digital Material Publishers may apply technical measures in support of and to enforce the above and the Licensee agrees to comply with all such measures.

6. Conditions of supply to customers

6.1 The Licensee shall, as a condition of supplying any Licensed Cuttings to a Customer, impose a term which requires the Customer to ensure that (unless permitted by a CLA licence, which in the case of overseas recipients should be a CLA multinational licence, granted to that Customer or authorised by the copyright owner):

6.1.1 Paper Cuttings are not further copied or otherwise reproduced;

6.1.2 any one Digital Cutting may only be accessed once and a single paper copy printed out (which single paper copy may not itself be further copied) following which that Digital Cutting and any electronic copies of that Digital Cutting must be deleted. This applies even though a Customer may have more than one employee who receives Digital Cuttings. For the avoidance of doubt, the Licensee shall not be required to verify that Customers have a CLA licence or the copyright owner's permission for more than one employee to access an individual cutting or for one employee to access a Digital Cutting on more than one occasion and shall not itself be deemed to be in breach of this Agreement by allowing more than one employee to open a Digital Cutting provided the Licensee has complied with the other terms and conditions of this Agreement (in particular clause 7); and

6.1.3 Licensed Cuttings are not altered and in particular any copyright notices are not to be removed, concealed or amended.

6.2 Each Paper Cutting produced by the Licensee or the front sheet of any compilation of Licensed Cuttings, shall contain a notice to the Customer that the contents of the original publication or publications from which the Licensed Cutting or compilation is extracted are subject to copyright and may not be copied or otherwise reproduced even for internal purposes unless permitted by a CLA Licence granted to that Customer or authorised by the copyright owner.

6.3 Each Digital Cutting supplied by the Licensee shall include a statement that the contents of the original publication or publications from which the Digital Cutting is extracted are subject to copyright and that the Customer to whom it is supplied may not unless permitted by a CLA Licence granted to that Customer or authorised by the copyright owner:

6.3.1 access the Digital Cutting more than once and/or print out more than a single paper copy which itself may not be further copied;

6.3.2 retransmit the Digital Cutting to anybody else, other than to enable a single paper copy to be printed out for the individual who originally requested the Digital Cutting.

6.4 The Licensee shall ensure that its agreements with Customers expressly confer on CLA the right, pursuant to the Contracts (Rights of Third Parties) Act 1999, to take legal action directly against Customer to enforce the restrictions set out in this clause provided that CLA shall consult with the Licensee prior to taking any such legal action. In undertaking such consultation CLA may impose, and the Licensee shall be obliged to accept, any confidentiality restrictions and timetable for consultation as appears to CLA to be reasonably necessary so as not to prejudice the legal action it is contemplating taking.

7. Compliance

7.1 If the Licensee becomes aware that any of its Customers is making further copies in contravention of the terms set out in clause 6 it shall (subject to the provisions of clause 3.3):

7.1.1 Inform CLA of such fact and the identity of the Customer; and

7.1.2 Unless requested by CLA not to do so, inform such Customer that it is obliged by the terms of this Licence to inform CLA of such act and that CLA may inform other operators of a media consultancy service that such Customer has been involved in unlicensed activities and that CLA reserves the right to instruct other operators of a media consultancy service not to provide such Customer with the same type of Licensed Cuttings until and unless the unlicensed activities are ceased and/or remedied.

7.2 Should the Licensee have reasonable grounds, or is notified that CLA has reasonable grounds, to believe that any Customer is in breach of any of the terms of its supply agreement with the Licensee, if requested by CLA to do so, it shall immediately serve notice on such Customer requiring it to cease and, where possible, to remedy the alleged breach within 14 days of the date of the notice, and warning that the Licensee will suspend supply of whichever type of Licensed Cuttings have been the subject of unlicensed activities without further notice if the breach is not ceased and/or remedied within such period to the satisfaction of CLA. If such breach is not ceased and/or remedied then the Licensee shall cease the supply of said Licensed Cuttings to such Customer upon request by CLA. Where Licensed Copies are supplied overseas, CLA may restrict any suspension or cessation to the overseas recipients only.

7.3 In addition to any other reports required under this Agreement the Licensee shall at its own cost, if requested by CLA in support of any compliance investigation or legal action (whether contemplated or commenced by or on behalf of CLA):

7.3.1 supply to CLA upon request made by CLA any and all information it has on Licensed Cuttings sent to a Customer who has been identified as being a part of a Legal or Compliance investigation together with any and all copies of Licensed Copies sent previously where such information and/or copies are within the Licensee's control;

7.3.2 where requested by CLA, keep copies of all Licensed Cuttings supplied to any Customers identified in advance by CLA as being Customers without a CLA licence and who may therefore be in breach of the conditions imposed by this Licence on the supply to Customers of Licensed Cuttings and who are the subject of a legal or compliance investigation. Copies shall be delivered to CLA at CLA's request and the Licensee shall continue to retain copies of the Licensed Cuttings until such time as CLA notifies the Licensee they no longer need to be retained and delivered;

7.3.3 render to CLA all reasonable assistance with any compliance investigation undertaken and any legal proceedings it brings against any Customer for copyright infringement brought by or on behalf of CLA, at all times, unless advised to the contrary, keeping any and all information relating to any such investigation or proceedings confidential. CLA shall be obliged to reimburse the Licensee for any reasonable external legal costs so incurred but not for any internal costs of rendering such assistance.

7.4 Requests made by CLA under this clause 7 may be made by email.

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 11.

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 cooperate 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 or legal costs awarded against or incurred by CLA in respect of any third party claim arising out of any breach by the Licensee of any term of the Licence.

9. Data collection

9.1 CLA may, no more than once in each year, require the Licensee to participate in a data collection exercise to identify which articles have been supplied under the Licence which will assist CLA in distributing the Fee to authors, artists and publishers.

9.2 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.

9.3 If selected, the Licensee shall co-operate with CLA in conducting the data collection exercise and undertakes to ensure its Employees comply with its obligations under this clause.

9.4 CLA undertakes not to disclose any information obtained as a result of any data collection exercise except:

9.4.1 as required by a court or other authority of competent jurisdiction; or

9.4.2 in aggregated form from which the identity of the Licensee cannot be identified.

10. Notification

The Licensee shall notify all its Employees engaged in providing services in relation to this Licence of the terms of the Licence and shall use all reasonable endeavours to ensure that all Employees comply with such terms.

11. Termination and breach

11.1 Either party may terminate the Licence upon giving to the other at least thirty (30) days' written notice served so as to expire on the first anniversary of the Commencement Date or any subsequent anniversary thereafter.

11.2 If the Licensee commits any material breach of any of the provisions of the Licence and remains in breach twenty-one (21) 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 have been remedied.

11.3 Either party may terminate the Licence by notice in writing to the other if and when a supervisor, 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 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.

11.4 Upon termination of the Licence for whatever reason, the Licensee shall immediately delete from the hard drives of all of its central and local servers any and all Digital Cuttings and Digitally Extracted Content which may be stored there and upon written request from CLA the Licensee shall certify that it has done so.

12. General

12.1 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, and shall be deemed to have been served on the second working day (which shall exclude weekend and English public holidays) following the date of posting.

12.2 The Licence may only be varied by agreement acknowledged in writing on behalf of a duly authorised officer from both CLA and the Licensee.

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

12.4 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.

12.5 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.

Appendix

Details of customers who have received licensed cuttings

Customer Name	Address	Postcode	Delivery Method *	Average no. of recipients	Contact name	Job title	Department	Telephone	Email

(* = photocopy; email/email attachment)

The Copyright Licensing Agency Ltd
Tel 020 7400 3100
Email cla@cla.co.uk
www.cla.co.uk

CLA Scotland
Tel 020 4512 0100
Email licence@cla.co.uk

Registered in England and Wales
Reg no. 1690026