

Your licence information pack

Please find enclosed our licence information pack in PDF for your convenience.

The pack contains information about us and our work as well as all the details you need to apply for a CLA licence.

You can apply by printing out, completing the application form and sending it to us or if you prefer you can apply via our website at www.cla.co.uk

Simply click on the index below to navigate the contents of the pack

For further information or assistance call our licence helpline on **0800 085 6644**

Index of information contained in this pack:

- ◀ **About CLA**
- ◀ **About the licence**
- ◀ **Rates**
- ◀ **Licence application**
- ◀ **Licence terms and conditions**

Protecting creativity

The Copyright Licensing Agency Ltd

Saffron House, 6-10 Kirby Street, London EC1N 8TS
Tel 020 7400 3100 Fax 020 7400 3101

Email cla@cla.co.uk
www.cla.co.uk



An introduction to The Copyright Licensing Agency

The Copyright Licensing Agency Ltd (CLA) licenses organisations for photocopying, scanning and digital reuse of articles and extracts from print and digital publications.

This includes magazines, books, journals, electronic and online publications, as well as press cuttings or documents supplied by a licensed third party. Our licences provide a cost effective way to manage the risk associated with using and reproducing copyright materials.

Copyright law

CLA is a licensing body as defined by the Copyright, Designs and Patents Act 1988 and issues collective licences on behalf of copyright holders.

Who needs a licence?

With very few exceptions, any organisation photocopying, scanning or digitally reproducing material from copyright publications is likely to need a licence to ensure legal compliance. Our licences will help to reduce the risk and potential cost of copyright infringement. This requirement applies to organisations in the business, education, government and charitable sectors.

What can be copied?

A CLA licence is the only way to get blanket clearance and enables you (within limits) to copy what you want, when you want, rather than having to obtain permission from the copyright owners each time.

Our licences permit copying from most titles published in the UK plus publications from 30 international territories including USA, Canada, South Africa and the major European countries.

Where does the money go?

We are non profit-making so all the money we collect in licence fees is distributed to the copyright owners after our costs have been deducted.

We undertake surveys and audits of licensed organisations to help us to pay the authors, publishers, and visual creators whose work is being copied.

Protecting creativity

We aim to obtain fair reward for authors, visual creators and publishers for the copying of their work. By supporting them in this way CLA plays a part in maintaining the value of their work and helps sustain creativity. This protection has helped the UK's creative industries grow to support millions of jobs and generate 6.4% of UK GVA whilst enriching all our cultural lives.

Benefits of a CLA licence

- Allows the copying of content from most UK publications and those from 30 other countries.
- Reduces the risk and the potential cost of copyright infringement.
- Offers the only way to get blanket cover so you don't have to seek permission from each copyright owner individually.
- Provides the convenience and certainty of a single transaction with one annual fee.

To find out more about how copyright affects your organisation or to apply for a licence, simply call us on 0800 085 6644, email licence@cla.co.uk or visit www.cla.co.uk



The Business Licence allows copying from books, journals, magazines and digital publications.

CLA's authority to licence

CLA issues licences, on behalf of the copyright owners, under the authority of the Copyright, Designs and Patents Act 1988.

On 31 October 2003, the Act was amended by the Copyright and Related Rights Regulations 2003 (SI No. 2498) so that UK law complies with the EU Directive 2001/29/EC.

How changes to copyright law affect businesses

Since October 2003 any businesses that previously copied extracts from published magazines, books and journals relying on 'fair dealing' exceptions will now need permission from the copyright owner or buy a CLA licence.

Copying authorised by the licence

The licence covers print and digital magazines, books and journals published in the UK and mandated overseas territories except those titles on the List of Excluded Works. Details of excluded works and mandated territories are shown on our website www.cla.co.uk.

You may make and distribute as many copies as you require for each particular purpose, subject to the following extent limits:

- One article from a magazine, journal or other periodical
- One entire case from a published law report
- One chapter from a book
- Or 5% of the publication, whichever is the greater

The licence also covers the copying of artistic works such as photographs, illustrations and diagrams, where these are contained in the publication being copied.

Digital images may be saved on an individual PC or in an individual password protected area of a server and in addition may be stored centrally on a company intranet for up to 30 days.

Copying not authorised by the licence

The following categories of works are not covered by the CLA licence:

- Printed music
- Maps and charts
- Published tests or examination papers
- Newspapers
- Internal house journals or other free publications generally not intended for public circulation

Who can make copies?

All UK staff employed by and contracted by your company, and any affiliated companies, as listed on your licence certificate. It also covers copies made away from the workplace provided they are for your company's internal information usage.

The licence does not cover the making of copies for members of the public or for sale or distribution to customers and clients.



Rate Card for Business and Public Administration

Rates for Businesses with 51+ employees by Standard Industrial Classification (SIC)

Band A SIC	ECONOMIC ACTIVITY	Annual fee per professional employee £40.40 + VAT
15, 16	Food, beverage and tobacco products	
23	Refined petroleum products and processing of nuclear fuel	
24	Pharmaceuticals, medical chemicals and botanical products	
24	Chemicals, chemical products and man-made fibres	
25	Rubber and plastic products	
31	Electrical machinery and equipment	
32	Manufacture of radio, television and communications equipment	
34	Motor vehicles and parts	
35	Manufacture and repair of ships, aircraft and motorcycles	
40, 41	Electricity, gas and water supply	
62	Aerospace	
64	Post, telecommunications, including mobile phones and internet service providers	
72	Computer-related activities	
73	Research and development activities	
75	Defence	
85	Medical and health services	
Band B SIC	ECONOMIC ACTIVITY	Annual fee per professional employee £27.00 + VAT
10-14 incl.	Extractive industries, mining and quarrying	
17-19 incl.	Manufacture of textiles, clothing and leather products	
20, 21	Manufacture of wood, pulp and paper and paper products	
22	Printing and publishing	
26	Manufacture of non-metallic mineral products	
27	Manufacture of Iron, steel and ferro alloys	
28	Mechanical engineering	
29	Manufacture of machinery and equipment	
30	Manufacture of computers and office machinery	
33	Manufacture of precision instruments	
65-67 incl.	Financial intermediation, banking and financial services	
74	Business and professional services, including law and accountancy	
92	Film, television, radio, other broadcast activities and recreational events	
Band C SIC	ECONOMIC ACTIVITY	Annual fee per professional employee £13.55 + VAT
Other codes	Other economic activities	

Licences for Businesses with 51+ employees are subject to a minimum annual charge of £414.75 + VAT

Notes to the Rate Card

1. Fee Calculation

The fee structure per 'professional employee' is determined according to the SIC codes of the main business activity.

2. Definition of a 'Professional Employee'

The number of professional employees, on which the licence fee is based, should include employees in the following categories based on the Standard Occupational Classifications published by The Office for National Statistics (ONS):

Group 1 Managers and Senior Officials

Group 2 Professional Occupations

Group 3 Associate Professional and Technical Occupations

The ONS website provides a full breakdown of the specific job titles within these groups. Please use the link <http://www.ons.gov.uk/about-statistics/classifications/archived/SOC2000/dissemination/index.html/> then click 'SOC2000 Volume 1' in the 'Downloads' section.'

There is no need to conduct an in-depth analysis of your company's staff to obtain this figure. Provided that salaried staff as indicated by your payroll correspond to the occupational classifications, the number of salaried staff will suffice.

3. Indemnity for Past Copying

Fees for backdating your licence to cover past copying will be calculated at the rate applicable to the current year. For more information about the indemnity, please see the licence terms and conditions.

If you are still in doubt about how to calculate your licence fees please contact us on the appropriate number below.

New applications call

0800 085 6644

or email licence@cla.co.uk

Existing business customers call

020 7400 3126/3127 or email

business.customers@cla.co.uk

Existing public

administration customers call

020 7400 3123/3129 or email

pa.customers@cla.co.uk

For further information please

visit our website www.cla.co.uk

Rates for Small Businesses with 1-50 employees

Businesses employing up to 50 employees are subject to CLA's Small Business Licence, based on total employees rather than professional employees.

The annual fee for businesses with 1-10 total employees is **£136.50** + VAT

The annual fee for businesses with 11-50 total employees is **£414.75** + VAT

Rates for Public Administration

The fee for central and local government and other public bodies is based on the number of employees of HEO grade or above within the organisation.

The annual fee per employee of HEO grade or above is **£27.00** + VAT

Public Administration licences are subject to a minimum annual charge of £130.00 + VAT

Account code (CLA only)

The application form and notes should be read in conjunction with the CLA Rate Card

Full legal name of organisation

Address

Postcode

Please list below any subsidiary companies intended to be covered by the licence (or attach separate list)¹:

No. of professional employees² Total no. of employees³

I hereby apply to CLA for a licence to take effect from the first day of⁴

Indemnity for Past Copying⁵

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 5):

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]

Main Business Activity⁶

SIC Code⁷

I certify that I have read and understood the terms and conditions of the CLA Business Licence 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 best knowledge and belief.

Signed
Duly authorised signatory for and on behalf of the applicant

Position

Date

Please print, fill out, sign and return the 2 page licence application to:

New Licences,
The Copyright Licensing Agency Ltd, FREEPOST RLZJ-XSXL-AHGA,
Saffron House, 6-10 Kirby Street, London EC1N 8TS

Fax to 020 7400 3101 Email licence@cla.co.uk New licence enquiries 0800 085 6644



Please enter below details of the person who will be responsible for dealing with the CLA licence and who will act as the main contact.

Licensing Co-ordinator

Name

Position

Address
(if different from above)

Phone Ext

Fax

E-mail

Estimated Number of photocopiers⁸

Estimated Number of scanners

CLA treats personal information lawfully and correctly. To this end CLA fully endorses and adheres to the principles of data protection, as set out in the Data Protection Act 1998. Version dated May 2009.

NOTES

- 1 List all subsidiary and associated companies covered by this Licence.
- 2 The number of professional employees on which the licence fee is based must include all professional employees of all the companies listed. Please refer to the enclosed Rate Card for a definition of professional employee. If you are a small business with less than 50 employees you do not need to complete this box.
- 3 Please enter the total number of full time equivalent staff in your organisation. If you have less than 50 employees you qualify as a small business. Please see CLA Rate Card for the appropriate pricing.
- 4 The date on which you wish the licence to commence should be entered here.
- 5 Indemnity for past copying. By backdating the licence you will be entitled to the indemnity in clause 9 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.
- 6 A description of your principal business activity should be entered here.
- 7 The 2-digit SIC code of your principal business activity should be entered here. For a list of SIC codes, please refer to the enclosed Rate Card.
- 8 We request this information in order to supply you with sufficient stickers/support materials to go next to copiers/scanners. If the actual numbers are not known, please give an estimate. Additional support materials can be requested at a later date.

Introduction

This Licence records the terms on which CLA, as agent for the Authors' Licensing and Collecting Society Ltd, the Design & Artists Copyright Society Ltd, the Publishers Licensing Society Limited and various reproduction rights organisations overseas, grants a licence to businesses within the United Kingdom to make photocopies of, or otherwise reproduce, extracts from published material in which copyright subsists.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Licence the following meanings shall apply:

Authorised Persons:

(i) in respect of Paper Copies: employees of the Licensee, workers and consultants engaged by the Licensee; and

(ii) in respect of Digital Copies: those individuals in (i) above who are permitted by the Licensee to have access to the Licensee's Intranet;

where 'workers' has the meaning given to it by the Employment Rights Act 1996 and 'consultants' means individuals providing consultancy services to the Licensee;

Certificate: the certificate issued by CLA to confirm the issue of the Licence to the Licensee;

CLA: The Copyright Licensing Agency Ltd;

CLA's website: www.cla.co.uk or such other site as maybe notified to the Licensee. A reference to a list or other information on CLA's website shall include both any such list or information which is stated to be of general application to all CLA licences and any stated to apply specifically to CLA licences for businesses;

Commencement Date: the date noted on the first Certificate issued by CLA to the Licensee;

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 of Digital Material and of Third Party Digital Material and which, in both cases, are direct unaltered copies of the work copied and are made in accordance with the terms of the Licence;

Digital Material: publications created and distributed in electronic form published by a Participating Digital Material Publisher except any Excluded Material;

Excluded Material: those categories of work and individual works identified in the list of Excluded Categories and Works published and periodically amended by CLA. Any amendment shall be posted on CLA's website and shall take effect on the next Quarter Day after such amendment is first posted. 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: If you have greater than 50 employees, the fee is calculated by multiplying the number of Professional Employees of the Licensee by the current rate shown on CLA's website as applicable to businesses [or, if greater, the Minimum Fee, if any, shown on CLA's website as applicable to businesses]. The fee for the first year of the Licence is shown on the Certificate and for subsequent years shall be calculated by multiplying the relevant rate per Professional Employee (as shown on CLA's website prevailing three months prior to the anniversary of the Commencement Date) by the number of Professional Employees of the Licensee as used for the calculation of the fee for the previous year or such number as is determined in accordance with clause 3.5. A fixed fee applies to companies with less than 50 employees;

Licence: the licence granted by Clause 2;

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

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

Licensee: any company, or group of companies, listed in the Certificate;

Licensee's Intranet: the computer network operated or controlled by the Licensee (whether a stand alone network or a virtual network within the Internet) which is accessible only by those employees, workers and consultants of the Licensee who are permitted by the Licensee to have access to the computer network by way of a secure log-in process which verifies the individual's identity;

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 Scanning: original published editions of books, journals, magazines and other periodicals in which copyright subsists published in hard copy form in the Scanning Mandate Territories EXCEPT Excluded Material;

Paper Copies: photocopies onto 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 Digital Material in which the Rightsholder owns or controls the copyright and who has not withdrawn such permission. The list of Participating Digital Material Publishers shall be available on CLA's website and may be amended periodically by CLA. Any such amendment shall be posted on CLA's website and shall take effect on the next Quarter Day after such amendment is first posted;

Photocopying Mandate Territories: the United Kingdom, Argentina, Australia, Austria, Belgium, Canada (including Quebec), Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Jamaica, Japan, Luxembourg, The Netherlands, New Zealand, Norway, Singapore, South Africa, Spain, Sweden, Switzerland, Taiwan, Trinidad and Tobago and the United States of America. This list may be amended periodically by CLA. Any such amendment shall be posted on CLA's website and shall take effect on the next Quarter Day after such amendment is first posted;

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;

Scanning Mandate Territories: the United Kingdom and the United States of America. This list may be amended periodically by CLA. Any such amendment shall be posted on CLA's website and shall take effect on the next Quarter Day after such amendment is first posted; and

Third Party Digital Material: material in electronic form lawfully supplied to the Licensee by third party document suppliers (including, for example, but without limitation, press cutting suppliers) that have been licensed by CLA to provide such a service. For the avoidance of doubt, this does not include any electronic material provided under any other licence.

- 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

On the issue of the Certificate, CLA grants to the Licensee and, as appropriate, Authorised Persons the non-exclusive right within the United Kingdom to:

- 2.1 make, or permit the making of, Paper Copies and to distribute, or permit the distribution of, such Paper Copies to Authorised Persons;
- 2.2 scan Material Licensed for Scanning to produce Digital Copies provided that 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;
- 2.3 make available, or permit the making available of, Digital Copies, in both cases solely within the Licensee's Intranet. This includes, for the avoidance of doubt, the indexing, searching, opening, viewing, printing and presentation or display in electronic form of Digital Copies;
- 2.4 make available, or permit the making available of, Digital Copies of Third Party Digital Material, in both cases solely within the Licensee's Intranet;
- 2.5 make copies of Paper Copies;
- 2.6 store Licensed Copies on the Licensee's Intranet for a maximum of 30 days and such temporary storage shall not be deemed a breach of clause 5.6; and
- 2.7 permit an Authorised Person to store Digital Copies for individual use. Such Digital Copies may not be accessed on a routine basis by any other Authorised Persons; all for the Licensee's internal information purposes only and on the terms and conditions set out in the following Clauses.

3. PAYMENT AND TERM

- 3.1 The Licence shall commence on the Commencement Date and continue from year to year unless and until terminated in accordance with Clause 10.
- 3.2 The Licensee shall pay the Fee together with any VAT payable within 30 days of receipt of an invoice from CLA.
- 3.3 Subject to the Licensee complying with all terms and conditions of the Licence, CLA shall issue a new Certificate to the Licensee within 30 days of the first anniversary of the Commencement Date and each subsequent anniversary.
- 3.4 CLA reserves the right to charge interest at the Prescribed Rate on late payment of any amounts due under this Agreement.
- 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 Select Mediation Procedure.

4. CONDITIONS APPLYING TO CREATION AND USE OF LICENSED COPIES

- 4.1 The Licensee must own an original and/or copyright-fee-paid copy of any Licensed Material it copies, scans or uses under the terms of the 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 periodical publication, one whole article; or
- (b) in the case of a published report of judicial proceedings, the entire report of a single case; or
- (c) in the case of a book, one chapter.
- 4.3 Licensed Copies of the same Licensed Material made for a single occasion or purpose 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 the Licensee's internal information purposes.
- 4.5 The making of Licensed Copies shall not directly or indirectly substitute for the purchase of original Licensed Material (including, for the avoidance of doubt, access to Digital Material whether by way of subscription or otherwise) or for the commissioning, reproduction, hire or any other use of an original artistic work within Licensed Material.
- 4.6 Licensed Copies may not be made or used for the delivery of education or training to third parties by the Licensee but may be made and used for the training of Authorised Persons provided that the Licensee shall not receive as consideration any payment or any other form of remuneration.
- 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.

5. FURTHER CONDITIONS APPLYING TO THE CREATION AND USE OF DIGITAL COPIES

- 5.1 The Licensee shall not edit, amend, manipulate, add to or delete from Digital Copies nor shall it authorise the same.
- 5.2 Except as may be permitted by Clause 4.7 and by Clause 8, 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 Copies or Digital Material under the Licence.
- 5.3 Digital Copies 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.
- 5.4 Except as permitted by the Licence, no other copying, 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 (including an artistic 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 work, no Digital Copy of that work shall be made unless the Digital Copy incorporates the identity of such author or creator.

- 5.6 Digital Copies may not be stored on a server, or systematically indexed, with the intention of creating an electronic library or similar corporate information resource of extracts of Licensed Material except that Digital Copies may be stored where necessary for technical back-up purposes or where the retention of such Digital Copies may be required by law.
- 5.7 Without prejudice to its obligations set out in Clause 5.5, the Licensee shall use reasonable endeavours to include, where practicable, in all Digital Copies of artistic or literary works the identity of the author or creator of the literary or artistic work.
- 5.8 The Licensee shall delete from the hard drives of all its central and local servers 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.
- 6. THIRD PARTY DIGITAL MATERIAL**
- For the avoidance of doubt:
- 6.1 all of the provisions applying to the use under this Licence of Digital Copies (whether Digital Material or made from Material Licensed for Scanning) shall also apply in relation to any Digital Copies made from Third Party Digital Material; and
- 6.2 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.
- 7. OTHER OBLIGATIONS**
- 7.1 The Licensee shall:
- 7.1.1 notify Authorised Persons of, and ensure their compliance with, the provisions of the Licence;
- 7.1.2 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.
- 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. VISUALLY-IMPAIRED AUTHORISED PERSONS**
- 8.1 The provisions of this clause shall only apply where an Authorised Person is visually impaired or otherwise disabled and by reason of such visual impairment or disability is unable to read or access a Licensed Copy made under the provisions of the Licence.
- 8.2 Notwithstanding the provisions of clause 4.2 the Licensee may make and supply a copy (an "Accessible Copy") of part or the whole of any work within Licensed Material in any alternative format that is more accessible to an Authorised Person (as described in cl. 8.1), whether in digital or audio format, large or small print copies or embossed copies (whether produced in Moon or Braille or otherwise) or in other formats on, and subject to, the following conditions:
- 8.2.1 the Licensee must have lawful possession an original copy of any work from which it makes an Accessible Copy;
- 8.2.2 the Licensee may only make an Accessible Copy of a work if and to the extent that such work is not commercially available in a form accessible to the Authorised Person for whom the Accessible Copy is made;
- 8.2.3 each Accessible Copy that exceeds the limits set out in clause 4.2 shall contain:
- (a) a statement that it is a copy of the original work made under a CLA Licence for the personal use of a visually impaired or a 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;
- (b) 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;
- 8.2.4 the Licensee may only charge for the supply of an Accessible Copy an amount which does not exceed the cost of making and supplying it;
- 8.2.5 any Accessible Copy produced in a digital format may include facilities for navigating around the Accessible Copy and any such other facilities or changes (such as enlargement, reduction or colour selection of the text or illustrations) as are necessary to enable the Authorised Person for whom the Accessible Copy is made to access the Accessible Copy provided that:
- (a) such changes do not amount to a derogatory treatment of the work;
- (b) no other digital manipulation of the work is made whether by way of optical character recognition, morphing, colour or shade adjustment beyond what is necessary to make the Accessible Copy accessible to the Authorised Person for whom the Accessible Copy is made;
- 8.2.6 that the Accessible Copy is only to be used for the benefit of Authorised Persons.
- 8.3 An Authorised Person is to be regarded as visually impaired or disabled for the purposes of this clause if he or she would be regarded as a "visually impaired person" in accordance with s.31F (9) of the Copyright, Designs and Patents Act 1988, or, as appropriate, as a "disabled person" in accordance with s.1 of the Disability Discrimination Act 1995.
- 9. INDEMNITY**
- 9.1 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.
- 9.2 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 or, in the case of a Claim Form, within 5 working days of the same having been received by the Licensee.
- 9.3 The indemnity conferred by this Clause shall not apply:
- 9.3.1 if the Licensee is in material breach of any term of the Licence; or
- 9.3.2 during any period, or in respect of matters arising during such period, while the Licence is in suspense pursuant to Clause 10.

9.4 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.

9.5 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.

9.6 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.

10. TERMINATION AND BREACH

10.1 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.

10.2 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 or suspend the Licence until CLA shall be satisfied such breaches will not recur.

10.3 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.

10.4 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 Copies which may be stored there (save for those Digital Copies the retention of which is required by law) and upon written request from CLA the Licensee shall certify that it has done so.

11. DATA COLLECTION

11.1 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 re-use of Digital Material under the Licence and to assist CLA in distributing the Fee to authors, artists and publishers.

11.2 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.

11.3 CLA shall supply the Licensee on request with the latest copy of the CLA Guides to Data Collection and shall supply such further copies of the Guide as are reasonably necessary before commencing any data collection exercise.

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

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

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

12. GENERAL

12.1 All notices given under the Licence shall be in writing and be sent by first class post, in the case of the Licensee to the address shown on the Certificate, and in the case of CLA to: Saffron House, 6-10 Kirby Street, London EC1N 8TS (or any address notified to the Licensee by 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.

12.2 The Licence may only be varied if such variance is acknowledged in writing on behalf of 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.