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 Business Licence.

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

**Index of information contained in this pack:**

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

For further information or assistance call our licence helpline on **0800 085 6644**
About CLA
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By doing so we simplify access to the work of 95,000 authors, 25,000 visual artists and 3,500 publishers and play an important part in supporting the creative industries.

“…we simplify access to the work of 95,000 authors, 25,000 visual artists and 3,500 publishers…”

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We offer a growing range of services to content users in the academic, professional and public sectors.

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Rate Card
for the Business Licence

What is a Professional Employee?
The number of professional employees, on which the licence fee is based should include employees, contracted workers and consultants 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

Please go to https://cla.co.uk/sites/default/files/ONS-SOC-guidance.pdf for further information on Standard Occupational Classifications (SOCs).

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Rates effective March 2020
Business Licence fees are charged according to the number of employees and your business SIC code. To find the applicable rate, follow 3 easy steps, then work out what you will pay with a simple calculation.

Step 1 – Check your employee numbers

Rates for Small Businesses with 1-50 employees
Businesses employing up to 50 employees are subject to CLA’s small business fees, based on the total employees of the business.

The annual fee for businesses with 1-10 total employees is £142 + VAT
The annual fee for businesses with 11-50 total employees is £485 + VAT

Rates for Businesses with 51+ employees
Businesses employing 51+ employees are charged per professional employee according to the SIC codes of the main business activity, subject to a minimum annual charge of £485 + VAT.

If your business has 51+ professional employees, please follow Step 2 and Step 3.

Step 2 – Find your SIC Code
A Standard Industrial Classification code, (SIC code) describes the main business activity of a company and these are published on the website of Companies House.

Step 3 – Look up your rate
If you have 51+ employees and know your SIC code, please use the rate table below to identify your annual fee per professional employee:

<table>
<thead>
<tr>
<th>SIC</th>
<th>SUBSECTOR</th>
<th>Annual fee per professional employee + VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-03</td>
<td>Agriculture, Forestry and Fishing</td>
<td>£14.47</td>
</tr>
<tr>
<td>05-09</td>
<td>Mining and Quarrying</td>
<td>£28.78</td>
</tr>
<tr>
<td>10-12</td>
<td>Manufacture of Food, Drink and Tobacco</td>
<td>£43.06</td>
</tr>
<tr>
<td>13-15</td>
<td>Manufacture of Textiles, clothing and leather products</td>
<td>£28.78</td>
</tr>
<tr>
<td>16-17</td>
<td>Manufacture of wood, pulp and paper and paper products</td>
<td>£28.78</td>
</tr>
<tr>
<td>18</td>
<td>Publishing and reproduction of recorded media</td>
<td>£28.78</td>
</tr>
<tr>
<td>19</td>
<td>Refined petroleum and coke</td>
<td>£43.06</td>
</tr>
<tr>
<td>20</td>
<td>Chemicals and chemical products</td>
<td>£43.06</td>
</tr>
<tr>
<td>21</td>
<td>Pharmaceutical</td>
<td>£49.49</td>
</tr>
<tr>
<td>22</td>
<td>Rubber and plastic products</td>
<td>£43.06</td>
</tr>
<tr>
<td>23</td>
<td>Manufacture of non-metallic mineral products</td>
<td>£28.78</td>
</tr>
<tr>
<td>24</td>
<td>Manufacture of basic-materials</td>
<td>£28.78</td>
</tr>
<tr>
<td>25</td>
<td>Manufacture of fabricated metal products</td>
<td>£28.78</td>
</tr>
<tr>
<td>26</td>
<td>Computer, electronic and optical products</td>
<td>£28.78</td>
</tr>
<tr>
<td>SIC</td>
<td>SUBSECTOR</td>
<td>Annual fee per professional employee + VAT</td>
</tr>
<tr>
<td>------</td>
<td>---------------------------------------------------</td>
<td>--------------------------------------------</td>
</tr>
<tr>
<td>27</td>
<td>Manufacture of electrical equipment</td>
<td>£43.06</td>
</tr>
<tr>
<td>28</td>
<td>Manufacture of machinery and equipment</td>
<td>£28.78</td>
</tr>
<tr>
<td>29</td>
<td>Manufacture of motor vehicles</td>
<td>£43.06</td>
</tr>
<tr>
<td>30</td>
<td>Manufacture of other transport equipment</td>
<td>£14.47</td>
</tr>
<tr>
<td>31</td>
<td>Manufacture of furniture</td>
<td>£28.78</td>
</tr>
<tr>
<td>32</td>
<td>Other manufacturing</td>
<td>£28.78</td>
</tr>
<tr>
<td>33</td>
<td>Repair and installation of machinery and equipment</td>
<td>£43.06</td>
</tr>
<tr>
<td>35</td>
<td>Electricity, gas supply, steam supply</td>
<td>£43.06</td>
</tr>
<tr>
<td>36</td>
<td>Water Collection, treatment and supply</td>
<td>£43.06</td>
</tr>
<tr>
<td>37</td>
<td>Sewerage</td>
<td>£14.47</td>
</tr>
<tr>
<td>38</td>
<td>Waste activities</td>
<td>£14.47</td>
</tr>
<tr>
<td>39</td>
<td>Remediation activities</td>
<td>£14.47</td>
</tr>
<tr>
<td>41</td>
<td>Construction of buildings</td>
<td>£14.47</td>
</tr>
<tr>
<td>42</td>
<td>Civil Engineering</td>
<td>£14.47</td>
</tr>
<tr>
<td>43</td>
<td>Specialised construction activities</td>
<td>£28.78</td>
</tr>
<tr>
<td>45</td>
<td>Motor vehicles sale and repair</td>
<td>£14.47</td>
</tr>
<tr>
<td>46</td>
<td>Wholesale</td>
<td>£10.82</td>
</tr>
<tr>
<td>47</td>
<td>Retail</td>
<td>£10.82</td>
</tr>
<tr>
<td>49</td>
<td>Land transport</td>
<td>£14.47</td>
</tr>
<tr>
<td>50</td>
<td>Water transport</td>
<td>£14.47</td>
</tr>
<tr>
<td>51</td>
<td>Air transport</td>
<td>£14.47</td>
</tr>
<tr>
<td>52</td>
<td>Support activities for transportation</td>
<td>£14.47</td>
</tr>
<tr>
<td>53</td>
<td>Postal and courier activities</td>
<td>£43.06</td>
</tr>
<tr>
<td>55</td>
<td>Accommodation</td>
<td>£10.82</td>
</tr>
<tr>
<td>56</td>
<td>Bars and restaurants</td>
<td>£14.47</td>
</tr>
<tr>
<td>58</td>
<td>Publishing activities</td>
<td>£28.78</td>
</tr>
<tr>
<td>59</td>
<td>Motion picture, video, TV programme, sound</td>
<td>£21.50</td>
</tr>
<tr>
<td>60</td>
<td>Programming and broadcasting</td>
<td>£28.78</td>
</tr>
<tr>
<td>61</td>
<td>Telecommunications</td>
<td>£43.06</td>
</tr>
<tr>
<td>62</td>
<td>Computer programming, consultancy and related activities</td>
<td>£43.06</td>
</tr>
<tr>
<td>63</td>
<td>Information service activities</td>
<td>£28.78</td>
</tr>
<tr>
<td>64</td>
<td>Financial service activities</td>
<td>£27.78</td>
</tr>
<tr>
<td>65</td>
<td>Insurance, reinsurance and pensions</td>
<td>£27.78</td>
</tr>
<tr>
<td>66</td>
<td>Activities auxiliary to financial services and insurance activities</td>
<td>£27.78</td>
</tr>
<tr>
<td>68</td>
<td>Real estate activities</td>
<td>£14.47</td>
</tr>
<tr>
<td>69.1</td>
<td>Legal activities</td>
<td>£32.41</td>
</tr>
<tr>
<td>69.2</td>
<td>Accounting, bookkeeping and auditing</td>
<td>£27.78</td>
</tr>
<tr>
<td>70.1</td>
<td>Activities of head offices</td>
<td>£28.78</td>
</tr>
<tr>
<td>70.21</td>
<td>Public relations and communication</td>
<td>£21.50</td>
</tr>
<tr>
<td>70.22</td>
<td>Business and Management consultancy</td>
<td>£28.78</td>
</tr>
<tr>
<td>71</td>
<td>Architectural and engineering activities</td>
<td>£28.78</td>
</tr>
<tr>
<td>72</td>
<td>Scientific research and development</td>
<td>£43.06</td>
</tr>
<tr>
<td>73</td>
<td>Advertising and market research</td>
<td>£21.50</td>
</tr>
<tr>
<td>74.1</td>
<td>Specialised design</td>
<td>£28.78</td>
</tr>
<tr>
<td>74.2</td>
<td>Photographic activities</td>
<td>£28.78</td>
</tr>
<tr>
<td>74.3</td>
<td>Translation and interpretation</td>
<td>£28.78</td>
</tr>
<tr>
<td>74.9</td>
<td>Other professional, scientific and technical activities</td>
<td>£28.78</td>
</tr>
<tr>
<td>75</td>
<td>Veterinary Activities</td>
<td>£49.49</td>
</tr>
</tbody>
</table>
## Table of SIC Subsectors and Annual Fees

<table>
<thead>
<tr>
<th>SIC</th>
<th>SUBSECTOR</th>
<th>Annual fee per professional employee + VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>77</td>
<td>Rental and leasing activities</td>
<td>£14.47</td>
</tr>
<tr>
<td>78</td>
<td>Employment activities</td>
<td>£28.78</td>
</tr>
<tr>
<td>79</td>
<td>Travel agents</td>
<td>£14.47</td>
</tr>
<tr>
<td>80</td>
<td>Security and investigation activities</td>
<td>£28.78</td>
</tr>
<tr>
<td>81</td>
<td>Services to buildings and landscape activities</td>
<td>£14.47</td>
</tr>
<tr>
<td>82</td>
<td>Business support</td>
<td>£28.78</td>
</tr>
<tr>
<td>84</td>
<td>Defence</td>
<td>£43.06</td>
</tr>
<tr>
<td>85</td>
<td>Education</td>
<td>£14.47</td>
</tr>
<tr>
<td>86</td>
<td>Human Health</td>
<td>£49.49</td>
</tr>
<tr>
<td>87</td>
<td>Residential care activities</td>
<td>£16.64</td>
</tr>
<tr>
<td>88</td>
<td>Social work activities without accommodation</td>
<td>£16.64</td>
</tr>
<tr>
<td>90</td>
<td>Creative, arts and entertainment</td>
<td>£21.50</td>
</tr>
<tr>
<td>91</td>
<td>Libraries, archives, museums and other cultural activities</td>
<td>£21.50</td>
</tr>
<tr>
<td>92</td>
<td>Gambling and betting</td>
<td>£21.50</td>
</tr>
<tr>
<td>93</td>
<td>Sports, amusement and recreation activities</td>
<td>£21.50</td>
</tr>
<tr>
<td>94</td>
<td>Membership organisations</td>
<td>£14.47</td>
</tr>
<tr>
<td>95</td>
<td>Repair of computers and personal and household goods</td>
<td>£14.47</td>
</tr>
<tr>
<td>96</td>
<td>Other personal service activities</td>
<td>£14.47</td>
</tr>
<tr>
<td>97-98</td>
<td>Activities of Households</td>
<td>£14.47</td>
</tr>
<tr>
<td>99</td>
<td>Activities of Extraterritorial Organisations and Bodies</td>
<td>£14.47</td>
</tr>
<tr>
<td>N/A</td>
<td>Charity</td>
<td>£14.47</td>
</tr>
</tbody>
</table>

To work out how much you will pay, make a simple calculation based on the example:
If you are a Programming and broadcasting business (SIC 60) with 50 professional employees your fee is calculated as 50 x £28.78 (SIC 60 rate) = £1,439.00 + VAT.

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Main Business Activity

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Signed

Duly authorised signatory for and on behalf of the applicant

Position

Date
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Position
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(if different from above)
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such amendment shall be posted on CLA's website;

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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:
your 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:
the United Kingdom, Argentina, Australia, Belgium, Canada (including Quebec), Chile, Denmark, Finland, France, Greece, Hong Kong, Iceland, Ireland,
Jamaica, the Netherlands, New Zealand, Norway, the Philippines, Singapore, South Africa, South Korea, Spain, South America, South Korea, Switzerland and Turkey. This list may be amended periodically by CLA. Any such amendment shall be posted on CLA's website;
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Authorised Persons;

Website Material:
material in the form of still images and text created and posted on Participating Digital Material Publishers' websites 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 On the issue of the Certificate, CLA grants to the Licensee and, as appropriate, Authorised Persons the non-exclusive right, subject to the terms and
conditions set out in the following clauses, to:

2.1.1 make, or permit the making of, Paper Copies and to distribute, or permit the distribution of, such Paper Copies to Authorised Persons;

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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
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clause 7;

2.1.4 make copies of Paper Copies;

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Kingdom and to external advisers in connection with the preparation and presentation of such applications or filings as required by law or by the
rules of such regulatory authority provided that any such Licensed Copy shall:

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ii) identify the publisher, author and/or creator of the literary or artistic work(s) included within the Licensed Copy and, where the Licensed Copy
includes Digital Material, the Uniform Resource Locator (URL) of that Digital Material.

2.2 All the rights and permissions granted by clause 2.1 (other than in clauses 2.1.3 ii) and 2.1.5) must be exercised:

2.2.1 for the Licensee's internal information purposes only (but without prejudice to clauses 2.1.3 ii) and 2.1.5); and

2.2.2 within the United Kingdom only, provided that any Authorised Person located outside of the United Kingdom and any user of the Licensee Website
(whether located inside or outside of the United Kingdom) may access and view, but not print out, Digital Copies.

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 11.

3.2 The Licence 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 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

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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.

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5.2 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.

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 as follows:

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5.4 Except as 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 Agreement 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 UK.

6. Further conditions applying to the use of CCC electronic-rights works

6.1 Notwithstanding clause 2.1.2, the Licensee may only scan, or permit the scanning of, hard copies of a CCC Electronic-Rights Work under the Licence where the same is not reasonably available in digital form for the Licensee to purchase whether by subscription or otherwise.

6.2 The use of CCC Electronic-Rights Works is subject to such special limitations or other terms (if any) as are applicable to any individual work as identified on CLA’s website.

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 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 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 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 an Authorised Person 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 9.1 (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 elsewhere in the European Union and a third country that is a party to the Marrakesh Treaty 2013.

9.3 An Authorised Person 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 right 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 or, in the case of a Claim Form, within 5 working days of the same having been received by the Licensee.

10.3 The indemnity conferred by this clause shall not apply:

10.3.1 if the Licensee is in material 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 in suspense pursuant to clause 11.

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 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.

10.6 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.

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.

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 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 encumberancer 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 Fee to authors, artists and publishers.

12.2 The data collection exercise may, without limitation, take the form of a survey or record keeping or online reporting exercise, or any combination of these, including the recording of the creation of Digital Copies, in accordance with any guidelines on data collection on CLA's website.

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 shown on the Certificate, 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. The Licence may only be varied if such variance is acknowledged in writing on behalf of a duly authorised officer both of CLA and of the Licensee.

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 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.