

UK COPYRIGHT LICENCE AGENCY CHURCH LICENCE

Introduction

This Licence records the terms on which CLA grants a licence to Churches within the United Kingdom to photocopy, scan or otherwise reproduce, and to use or to re-use extracts from material published in hard copy and electronic form in which copyright subsists.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Licence the following meanings shall apply:

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Church: A distinct group of Christian worshippers congregating at a particular location within the Territory for the purposes of public worship or religious studies but not including any schools or assembly of students congregating under the auspices of any school or other institute of education.

Church services: All forms of services, meetings and other related activities held by the Church in the normal course of its activities, and all Bible study courses and other religious study courses conducted by the Church.

Church size: The average regular attendance at the Church's main service, or the average aggregate attendance of the Church's main services in the event of the Church having multiple main services. For this purpose the main service shall mean the service which is generally the best attended.

CLA: The Copyright Licensing Agency Ltd;

CLA's website: www.cla.co.uk or such other site as may be notified to the Licensee. A reference to information on or accessed via CLA's website or other electronic means controlled by CLA shall include:-

- i) any such information which is stated to be of general application to all CLA licences and any stated to apply specifically to CLA licences for businesses;
- ii) information as periodically amended by CLA, any such amendment taking effect on the next Quarter Day after such amendment is first posted;

Congregation: The body of persons regularly assembling at the Church for the purposes of Church Services.

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Item: an individual and complete article, chapter, recipe or equivalent self-contained item of text and integrated still images;

Licence: the licence granted by clause 2;

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Licence Kit: The kit supplied by CCLI to the Church at the commencement of the Licence Period, containing a summary of licences, instructions for Online Reporting, and a guide to being CCLI's Active Contact

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

Licensee: the Church whose Congregation has been included in the calculation of the Licence Fee as listed on the Certificate;

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Licensee Website: the universally free-to-access website or online application controlled and operated by the Licensee but excluding at all times any Restricted Website;

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

Quarter Day: 1st January, 1st April, 1st July or 1st October;

Report (Copy Report)/ or Reporting activity: The regular reporting completed by the Church.

Restricted Website: any website or online application that primarily offers news, magazine, periodical or literary content or which CLA considers to be materially associated with: i) political 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.

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

Secure Network: a network operated or controlled by the Licensee (whether a stand-alone network or a virtual network within the Internet) which is accessible only by Authorised Persons;

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 - 5.6.2 a record is kept of all such subcontracts and that such record is provided on request to CCLI;
 - 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
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- 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.

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- 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 CCLI 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. DISABLED PERSONS

- 9.1 The provisions of this clause shall only apply where an Authorised Person is a Disabled Person in accordance with clause 9.3.
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 - 9.2.2 the Licensee may only make an Accessible Copy of a work if the same kind of Accessible Copies are not commercially available on reasonable terms by or with the authority of the copyright owner;
 - 9.2.3 each Accessible 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 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;
 - 9.2.4 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;
 - 9.2.5 that the Accessible Copy is only for the personal use of a Disabled Person (or a person acting on behalf of a Disabled Person) who is an Authorised Person; and
 - 9.2.6 Accessible 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.
- 9.3 An Authorised Person is to be regarded as a "Disabled Person" for the purposes of this clause if he or she would be regarded as a "disabled person" in accordance with s.31F (2) and (3) of the Copyright, Designs and Patents Act 1988, or, as appropriate, 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 s.31A, s.31B or s.31BA of the Copyright, Designs and Patents Act 1988 would not infringe copyright.

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- 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 either CLA or CCLI, without prejudice to any of its other rights, may by notice either terminate the Licence or suspend the Licence until CLA or CCLI shall be satisfied such breaches will not recur.
- 11.3 Either party may terminate the Licence by notice in writing to the other if and when a supervisor, administrator, receiver, administrative receiver or other encumbrancer takes possession of, or is appointed over, the whole or any substantial part of the other party's assets or if and when the other party enters into any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement under the Insolvency Act 1986) or if and when a petition is presented for the purpose of the making of an administration order or the winding-up of the other party which is not discharged within 7 days of the presentation of such a petition or if the other party is placed into liquidation or administration or if the other party is dissolved or if a resolution for the winding up of the other party is passed (other than a voluntary liquidation for the purpose of reconstruction in which all creditors' claims will be discharged in full) or if a bankruptcy petition is presented against the other party which is not discharged within 7 days of its presentation.

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- 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 CCLI's website.
- 12.3 If selected, the Licensee shall co-operate with CCLI in conducting the data collection exercise and undertakes to ensure that its employees comply with its obligations under this clause.
- 12.4 CCLI 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.
- 13.2 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.
- 13.3 The Licence is personal to the Licensee and may not be assigned or otherwise disposed of in whole or in part.
- 13.4 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.
- 13.5 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.