

Licensing.

STANDARD LICENSING TERMS

Publisher: The rightsholder in the Material which shall be Evening Standard Limited, Independent Digital News and Media Limited or ESTV Limited

Rights: A non-exclusive licence to reproduce the Material in the Territory for the Term solely on the Platform

The terms “Licensee”, “Material”, “Territory”, “Term”, “Fee” and “Platform” have the meanings given in the booking confirmation email from Publisher.

Publisher grants the Licensee the Rights subject to the following conditions:

The Licensee will comply with any restrictions specified in the booking confirmation email from Publisher.

All rights in the Material shall remain vested in Publisher or its licensors.

The Material will not be displayed within or adjacent to any content that is defamatory or that infringes any third party rights.

The Material will not be used for any purpose that has not been approved in advance by Publisher.

The Material may not be made available to third parties other than users of the Platform.

The Material will not be obscured, added to, altered, translated or used in any which may change its meaning, without Publisher’s prior written approval.

The Licensee will pay Publisher the Fee within 30 days of receipt of Publisher’s invoice, which may be issued upon execution of this licence. New Licensees will pay Publisher the Fee within 14 days of receipt of the invoice. The Fee excludes VAT, which shall be applied at the prevailing rate.

Publisher reserves the right to charge a cancellation fee of 50% of the Fee, if the Licensee cancels the licence within 30 days. Thereafter 100% of the Fee will be payable.

No warranties are given in relation to the Material. The Licensee shall indemnify and hold harmless the Licensor, its directors, officers, employees, and agents in respect of any and all judgments, settlements, penalties, damages, costs and expenses (including reasonable legal fees) paid or incurred in connection with claims by any third party arising directly or indirectly due to any use of the Material by the Licensee.

Publisher may terminate this licence if: (a) the Licensee commits a material breach of the licence and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of receipt of notice in writing of the breach; (b) the Licensee commits any act which, in Publisher’s opinion, causes or is likely to cause Publisher to be brought into disrepute; or (c) the Licensee ceases to operate the Platform.

The terms of this licence shall remain confidential.

This licence cannot be assigned to a third party.

This licence shall be governed by and construed according to English law and both parties submit to the exclusive jurisdiction of the English courts.

If there is a conflict between these Standard Licensing Terms and the booking confirmation email from Publisher, the booking confirmation email shall prevail.