



pa media

# Mediapoint Service Commercial Terms

## Special Terms

In this Agreement, the following terms have the following meanings:

<b>PA</b>	<b>The Press Association Limited</b>
<b>Address</b>	The Point, 37 North Wharf Road, Paddington, London W2 1AF
<b>Company Number</b>	5946902
<b>Account Manager</b>	[REDACTED]
<b>Customer</b>	<b>Secretary of State for Health and Social Care</b>
<b>Address</b>	<b>Department of Health and Social Care (DHSC)</b> 39 Victoria Street, Westminster, London SW1H 0EU  NB: Invoices will be sent to DHSC Finance Operations team at the [REDACTED] email address
<b>Signature Name</b>	[REDACTED]
<b>Position</b>	Senior Category Manager (Testing, Technology & Digital)
<b>Start Date</b>	<b>1<sup>st</sup> October 2021</b>
<b>Fixed Term</b>	A fixed term of 12 Months beginning on the Start Date and terminating on 30 <sup>th</sup> September 2022.
<b>Mediapoint Website</b>	PA's password protected 'Mediapoint' website located at explore.pa.media, or any other URL notified to the Customer by PA from time to time
<b>PA Material</b>	The PA material made available in the following services on the Mediapoint Website: <ul style="list-style-type: none"><li>· News including Scotland, Northern Ireland and Ireland</li><li>· Sport</li><li>· Entertainment</li><li>· Finance</li><li>· Sci-Tech</li><li>· Embargo</li><li>· Enhanced Diary</li></ul>
<b>Delivery Method</b>	Access to the Mediapoint Website by the Permitted Users only, using the username(s) and password(s) provided to the Customer by PA
<b>Permitted Users</b>	Unlimited individual user(s) (who are employees of the Customer) who may access the PA Material:  or as notified to PA by the Customer from time to time in writing (subject always to clause 3.1(a) of the Terms & Conditions).
<b>Charges</b>	<b>£ 35,301 + VAT per annum.</b>
<b>Payment Method</b>	Annually in Advance

## 1. PA Embargo Policy for non-media businesses

PA publishes a large amount of embargoed content from a range of sources. The Customer must comply with all embargoes, restrictions and advisories in relation to the PA Material, as listed below and as detailed in any embargo included in the PA Material:

- The Customer may only share embargoed material within their own business to seek comment and share information and recipients are responsible for taking all necessary steps to ensure that all third parties honour the embargo
- If embargoed material is shared, all labelling must be maintained
- Embargoed material must not be published, on any public platform

In any event, where the Customer does not comply with the PA Embargo policy or if obligations are breached, it is within PA's rights to remove the Customer's access to embargoed content. Removing embargo access under these conditions will not have any impact on any other terms of this Agreement (including, without limitation, the Charges).

## 2. Charges

The Customer shall pay the Charges to PA in accordance with clause 5 of the General Terms & Conditions. The charges are payable annually in advance.

## 3. Email alerts

If any Permitted User submits a request via the Mediapoint Website search facility for specific PA Material to be delivered direct to such Permitted User, such PA Material shall be delivered to such Permitted User by e-mail to the e-mail address of that Permitted User.

**Name**

[Redacted]

**Signature**

[Redacted]

**Authorised Signatory for  
and on behalf of PA**

**Name**

[Redacted]

**Signature**

[Redacted]

**Authorised Signatory for  
and on behalf of the Customer**

**Position**

Chief Commercial Officer

**Date**

03-Nov-2021 | 12:55 GMT

**Position**

Senior Category Manager (Testing, ICT

**Date**

03-Nov-2021 | 13:51 CET

## 1 Background

1.1 These Terms & Conditions apply to the provision of the Mediapoint service described in the Special Terms by The Press Association Limited (registered number 5946902) having its registered office at The Point, 37 North Wharf Road, Paddington, London W2 1AF ("**PA**") to the Customer in accordance with the commercial terms agreed between the Customer and PA. For the purposes of these Terms & Conditions, the "**PA Group**" shall mean PA (or any holding company of it) and each subsidiary (both "holding company" and "subsidiary" as defined in the Companies Act 2006) from time to time of PA (or any holding company of it). This "**Agreement**" shall mean these Terms & Conditions together with the Special Terms.

1.2 For the purposes of these Terms & Conditions, the following terms shall have the meanings set out in the Special Terms: "**Customer**", "**Delivery Method**", "**Charges**", "**Initial Term**", "**Notice Period**", "**PA Material**", "**Payment Method**", "**Permitted Users**" and "**Start Date**".

1.3 These Terms & Conditions shall prevail in the event of any conflict between them and any other terms and conditions or between them and the Special Terms, except where otherwise expressly agreed in writing by the Customer and PA.

## 2 Supply

2.1 PA will supply to the Customer during the Term the PA Material by the Delivery Method (the "**Services**").

2.2 PA may at its sole discretion alter the Delivery Method so as to provide more effective or more efficient provision of the PA Material and the Services provided that PA will inform the Customer in advance of any alteration that will materially affect the Customer's business.

## 3 Licence

3.1 Subject to the Customer's compliance with its obligations and any restrictions set out in the Special Terms and in these Terms & Conditions, during the Term the Customer may use the PA Material (i) where the Customer is an individual, for the Customer's personal use only; and (ii) where the Customer is a company, for the Customer's internal use only, and in any event provided that:

- a. only the Permitted Users may access the PA Material and if the Customer requires access for any additional Permitted Users after the Start Date, access will be subject to the Customer paying additional Charges;
- b. the Customer may not include any PA Material on any Customer intranet (even if such intranet is only accessible to employees, consultants and officers of the Customer);
- c. Permitted Users may distribute printed versions of such PA Material to relevant employees, consultants and officers of the Customer;
- d. Permitted Users may not forward any PA Material to any other employee, consultant or officer of the Customer by electronic means except (i) to any other employee, consultant or officer who is himself a Permitted User; and (ii) on an occasional basis where such PA Material is relevant to a particular employee, consultant or officer of the Customer or a particular group of employees, consultants and/or officers of the Customer;
- e. the Customer shall be responsible for obtaining all consents required from each Permitted User to enable PA to retain any relevant details in its database. PA will not disclose such details to any third party outside the PA Group without the prior consent of the Customer;
- f. the Customer will not use the PA Material or the Services for any purpose except as expressly permitted in these Terms & Conditions; and
- g. the Customer will take all reasonable steps not to introduce any viruses or vulnerabilities into PA's network and information systems.

3.2 The Customer will indemnify and keep indemnified PA against all loss, damage and expense (including any legal and other professional expenses) incurred or suffered by PA directly or indirectly arising (in whole or in part) from: (i) any use, reproduction or distribution by the Customer (or any person authorised or permitted by the Customer) of any part of the PA Material or the Services in a manner not authorised by these Terms & Conditions; and (ii) any breach by the Customer (or any person authorised or permitted by the Customer) of clause 7 and/or clause 3.1(g).

## 4 Intellectual Property Rights and Third Party Rights

4.1 The Customer agrees and acknowledges that: (a) all rights (including intellectual property rights) used or subsisting in the PA Material, including the manner in which the PA Material appears on delivery to the Customer, are the property of PA or the third party/parties which provide information/material used or contained in the PA Material to PA (or permit PA to access and obtain such information/material) (each a "**Third Party Provider**"); and (b) the PA Material is provided by PA on the basis that, if any Third Party Provider of any of the PA Material requests that the Customer enters into or abides by any licensing and/or other arrangement (including, without limitation, licences of intellectual property and/or other rights or arrangements allowing access to or use of any of the PA Material) (a "**Third Party Agreement**"), the Customer will enter into and abide by the terms of the relevant Third Party Agreement and will continue to pay any applicable licence or other fee(s) which may be payable in connection therewith.

4.2 The Customer agrees and acknowledges that PA is dependent on its Third Party Providers and that these Terms & Conditions and the provision of the PA Material is always subject to any arrangements (involving intellectual property and/or any other rights or otherwise), restrictions or prohibitions imposed by any Third Party Provider of any of the PA Material, whether such arrangements, restrictions or prohibitions are imposed directly on PA in respect of its provision of the relevant PA Material to the Customer or on the Customer itself (under a Third Party Agreement or otherwise) and whether requested or imposed prior to, on or at any time after the Start Date.

4.3 PA may terminate or suspend the provision of any part of the PA Material if, in the reasonable opinion of PA, the Customer: (a) is in breach of or fails to pay any amount required to be paid under any Third Party Agreement; (b) fails to obtain, abide by or renew any Third Party Agreement; (c) challenges the validity of any of the rights (including intellectual property rights) of PA or any of its Third Party Providers; (d) challenges the validity of these terms & Conditions or any Third Party Agreement; or (e) acts in a manner which is inconsistent with the agreements and acknowledgments set out in clauses 4.1 and 4.2.

4.4 PA (or its Third Party Provider(s)) will, at its (or their) option, have the conduct of all proceedings relating to the enforcement of any rights (including intellectual property rights) in the PA Material. The Customer agrees to give full co-operation in relation to protecting such rights including taking any reasonable action in respect of such rights as requested by PA or any of its Third Party Providers, and PA or the relevant Third Party Provider(s) will pay the Customer's reasonable expenses in giving such co-operation. In the event of any conflict between the provisions of clauses 4.1 and 4.2 and any other provisions of these Terms & Conditions, the provisions of clauses 4.1 and 4.2 shall prevail.

## 5 Charges

5.1 The Customer will pay the Charges via the Payment Method within 30 days of PA's invoice.

5.2 The Charges are exclusive of any applicable VAT or other sales taxes.

5.3 All amounts payable by the Customer to PA shall be paid in full without set-off, deduction or other withholding of any amount which may be due to the Customer. Should the Customer be required by any law or regulation to make any deduction or withholding on account of tax or otherwise on any sum payable, the sum payable shall be increased by the amount of such tax to ensure that PA receives a sum equal to the Charges.

5.4 Without prejudice to any other rights and remedies which PA may have and the Customer's continuing obligation to pay the Charges, if payment of the Charges is not received by PA on the due date, PA may withhold its provision of the PA Material and PA may charge interest on any overdue Charges from the due date until payment is received at a rate to be determined by PA not exceeding 4% above Lloyds Bank plc base rate for the time being, such interest to be calculated on a daily basis. In the event of non payment, we are entitled to employ the services of a third party debt agencies or issue court action to recover the debt incurred. You are liable for any costs incurred by us as a result of this.

## 6 Liability

6.1 Although PA will take all reasonable steps to ensure the accuracy and timely provision of the PA Material and the Services, neither PA nor any of its licensors warrants that either the PA Material or the Services will be free from error or uninterrupted or (as provision of the PA Material

and the Services is subject to the availability of the necessary information/material to PA) that specific items of information/material will be available.

6.2 PA does not accept any liability for failures or breakdowns in network connections and/or end-to-end connectivity across the Internet and/or performance problems experienced on any Internet or other networks outside PA's direct control.

6.3 No conditions, warranties or other terms (express or implied, including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to PA's provision of the PA Material or Services to the Customer or to the PA Material or Services except to the extent that they are expressly set out in these Terms & Conditions.

6.4 Except under the indemnity in clause 3.2, neither party shall be liable under this Agreement for any loss of profits, loss of revenue, loss of or damage to goodwill, loss of contracts, loss of customers or any indirect, special or consequential loss (even if the party concerned has been advised of the possibility of such loss), provided that this exclusion will not preclude the PA from receiving any Charges due to it.

6.5 Except under the indemnity in clause 3.2, each party's liability arising from or in connection with this Agreement and in relation to anything which the party concerned may have done or not done in connection with this Agreement (and whether such liability arises due to breach of contract, negligence or for any other reason) shall be limited, in relation to all events or series of connected events occurring in any given year, to (in addition to any sums properly payable under these Terms & Conditions) an amount equal to the total Charges payable by the Customer to PA for that year (and provided that if a series of connected events spans more than one year, for the purposes of this clause they will all be treated as having occurred in the year in which the first of the series occurred).

6.6 Nothing in this Agreement shall limit either party's liability: (a) for fraud, (b) for death or personal injury caused by either party's negligence or that of its servants or agents, or (c) in relation to any other liability which cannot be excluded or limited by law.

## **7 Confidentiality and Data Protection**

7.1 Each party agrees and undertakes that, both during and after the Term, it will keep confidential, will not use for its own purposes and will not without the prior written consent of the other party disclose to any third party (other than, in the case of PA, to any company in the PA Group) any information concerning the business and affairs of the other (including the terms (but not the fact) of PA's provision of the PA Material) which may become known to such party in connection with this service unless such information is public knowledge other than as a result of a breach of this paragraph, has been independently acquired from a third party without restriction on disclosure, or is required by law or any regulatory body or for the purposes of litigation by or against either party to be disclosed.

7.2 Each party agrees and undertakes that, in connection with the exercise of its rights and/or the performance of its obligations under this Agreement, it will take any action required by the other party to ensure compliance with the provisions of any data protection legislation having the force of law in England (including, without limitation, the EU General Data Protection Regulation ((EU) 2016/679), as amended from time to time) including taking any technical and organisational procedures and measures necessary to ensure the security of any personal data.

## **8 Term and Termination**

8.1 This Agreement shall commence on the Start Date and continue for the entirety of the Term.

8.2 This Agreement may be terminated immediately by either party giving notice to the other if: (a) the other commits a material breach of this Agreement and, if such breach is remediable, it is not remedied within 21 days of receipt of notice requiring remedy; (b) the other ceases or threatens to cease to carry on trading; or (c) the other becomes insolvent or bankrupt or suffers any insolvency or bankruptcy related event in any applicable jurisdiction.

8.3 Termination of this Agreement will be without prejudice to any rights or liabilities of either party that have accrued prior to such termination.

## **9 General**

9.1 All of the terms that have been agreed between the parties in relation to the supply and licensing of the PA Material and the Services are contained in this Agreement. No other terms shall apply unless they expressly agree otherwise in writing. Each party acknowledges that it accepts these Terms & Conditions and it has not relied on any representation made by the other party that has not been set out in this Agreement.

9.2 No amendments to these Terms & Conditions shall be effective unless in writing and signed by an authorised signatory on behalf of each party.

9.3 Neither party will be liable to the other under or in connection with this Agreement for any failures, interruptions, delays or other matters of a similar nature arising out of circumstances beyond its reasonable control.

9.4 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by FedEx or other similar international delivery service or, in the case of a notice sent within the UK, by first class or recorded post. All notices shall be delivered/sent to the address of the relevant party set out in this Agreement or such other address as the relevant party has notified to the other party in writing from time to time for this purpose and shall be deemed to have been received (if delivered by recorded delivery or international delivery service) at the time of the delivery (as evidenced by signature) or (if sent by post) at 9.00 am on the second business day (which is a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business) after posting.

9.5 Neither party shall assign, sub-contract, sub-license or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party, not to be unreasonably withheld or delayed, save that: (a) PA may assign or transfer all or any of its rights or obligations to any PA Group company; and (b) PA may sub-contract the performance of its obligations provided that PA's liability for the performance of its obligations shall not be affected.

9.6 The failure or delay by either party to enforce at any time any one or more of these Terms & Conditions shall not be a waiver of such rights or any other rights.

9.7 The parties agree that for the purpose of Section 1(2) of the Contracts (Rights of Third Parties) Act 1999 no term of this Agreement shall be enforceable by a third party.

9.8 If any provision of this Agreement is held to be void or unenforceable in whole or in part, this Agreement shall continue in force in relation to the unaffected provisions and the remainder of the provision in question, and the parties will renegotiate the provision in good faith to achieve the same objects.

9.9 This Agreement shall be governed by and construed in accordance with English law and each of the parties hereby submits to the jurisdiction of the English courts.