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- 4.8 Where Photocopies of Songs are made under this Licence outside of the Licensee's premises the Licensee shall ensure that any person making those Photocopies will be aware of and comply with the terms of this Licence.
- 4.9 The Licensee shall send the completed Photocopy Worksheet to CCL on the expiry of the Licence Period.
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- 4.11 The Licensee acknowledges that the Authorised Catalogue List and the Authorised Publisher List may vary from time to time and that variation does not give rise to any rights against CCL by the Licensee and the Licensee shall forthwith upon notification cease exercising the Rights in relation to any Song and/or Publication which is withdrawn from the Authorised Catalogue list or the Authorised Publisher List and the provisions of Clauses 8.2 and 8.3 shall apply in respect of any such Songs and/or Publications.
- 4.12 And warrants and represents that it has the right to enter into and perform its obligations under this Licence.

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- 5.1 CCL shall indemnify the Licensee from and against any legal actions, proceedings, claims, demands, costs and expenses arising out of or in connection with this Agreement provided that:
 - 5.1.1 The Licensee has strictly adhered to all terms of this Agreement; and
 - 5.1.2 The action directly relates to the use by the Licensee in accordance with the terms of this Agreement of material that is subject to this Agreement.
- 5.2 The Licensee shall indemnify CCL from and against all claims, actions, proceedings, demands, liability, loss, damage, costs and expenses of any kind or liability directly or indirectly incurred or suffered by or brought or made or recovered against CCL by reason of the Licensee being in breach of or failing to perform or which arise directly or indirectly out of any breach or non-performance by the Licensee of any of the Licensee's warranties, representations, undertakings or obligations contained or implied in this Agreement.

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- 6.1 The Licensee may renew this Licence for a further Licence Period on prior payment of the Licence Fee as notified by CCL, and completion and return of the Photocopy Worksheet, provided that CCL reserves the right to refuse to renew this Licence in its absolute discretion.
- 6.2 The terms for each renewal will be the same as for this Licence or on other terms as may be reasonably stipulated by CCL provided that notice thereof is given to the Licensee.
- 6.3 CCL may increase the Licence Fee payable on renewal provided that written notice of such increases is given by CCL to the Licensee.

7. TERMINATION

- 7.1 Subject to Clause 7.1.1 CCL may terminate this Licence by notice in writing with immediate effect if the Licensee is in breach of any of the terms and conditions of this Licence.
 - 7.1.1 Where it is possible for the Licensee to remedy the breach, CCL will give notice to the Licensee in writing of the breach and the required remedy, and if the breach has not been remedied to CCL's satisfaction within 21 days CCL may terminate this Licence by notice in writing with immediate effect.
 - 7.1.2 No part of the Licence Fee will be refunded to the Licensee where CCL terminates this Licence in accordance with Clause 7.1 or Clause 7.1.1.
- 7.2 The Licensee may terminate this Licence upon 30 days written notice to CCL.
 - 7.2.1 If the notice is received by CCL within the first three months of the Licence Period, Licensee shall receive the Licence Fee less 25% handling charge. Thereafter, the refund shall be the pro-rata portion of the unexpired period less 25% handling charge.
 - 7.2.2 CCL shall pay the appropriate refund within 21 days of receipt of the completed Photocopy Worksheet in accordance with Clause 8.1.

7.3 Termination of this Licence shall not affect any rights or remedies which accrue to either party before or on such termination.

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At expiry or termination of this Licence the Licensee shall:

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- 8.2 Cease to make Photocopies under this Licence.
- 8.3 Deliver to CCL or destroy all Photocopies made under this Licence, at the option of CCL, within 30 days of such expiration or termination.

9. COSTS

Each party shall bear its own costs arising out of the preparation of this Agreement.

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- 10.1 CCL shall have the right to assign or licence or sub-licence the whole or any part of the benefit of this Licence and CCL's rights under this Licence.
- 10.2 This Licence is personal to the Licensee and the Licensee may not assign or licence or sub-licence the whole or any part of the benefit of this Licence and the Licensee's rights under this Licence except with the prior written consent of CCL

11. GENERAL

This Licence may not be altered modified amended or changed in any way except by an instrument writing signed by both parties.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the Cape Provincial Division of the Supreme Court of South Africa.