

**RADIO STATION  
NEWS REPORTING AGREEMENT  
POST MATCH PUBLISHING ONLY  
SEASON 2011/12**



**DATE OF AGREEMENT** 2011

**SECTION A – PARTIES**

**A** **FOOTBALL DATACO LIMITED (DataCo)** of 30 Gloucester Place, London W1U 8PL acting as duly authorised agent for and on behalf of each and all of **THE FOOTBALL ASSOCIATION PREMIER LEAGUE LIMITED** of 30 Gloucester Place, London W1U 8PL (the **FAPL**); and **THE FOOTBALL LEAGUE LIMITED** of Edward VII Quay Navigation Way, Preston, PR2 2YF (the **FL**).

**B** ..... whose address is at .....  
.....(Company)

**SECTION B - PLEASE COMPLETE THE FOLLOWING:**

Please indicate which Club(s) or League(s) you wish to attend.	The Premier League Only	
	The Football League Only	
	The Premier League & Football League	

**SECTION C - PLEASE COMPLETE THE FOLLOWING:**

Name of Radio Station	
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**SECTION D - PLEASE COMPLETE THE FOLLOWING:**

Has the Company or any of its Authorised Radio Journalists or other representatives had a request for media accreditation (whether issued by DataCo or any other entity) declined, suspended or withdrawn? If “Yes”, please provide further details.	Yes	
	No	

## INTRODUCTION

- (A) DataCo and the Leagues represent the interests of certain English and Welsh professional football clubs.
- (B) The Company wishes to appoint journalists to attend Matches for the purpose of Post Match news reporting.
- (C) DataCo and the Leagues acknowledge the value and benefit of Post Match news reporting on football matches that is provided by the Company.
- (D) The Company acknowledges the value and benefit of being permitted access to Stadia for the purpose of Post Match news reporting
- (E) Access to enter a Stadium is at the Home Club's discretion. Where a Home Club permits access to a Stadium to the Company or to any of its Authorised Radio Journalists, such access shall be subject to the terms and conditions set out below.

**WHEREBY IT IS AGREED** between the Company and DataCo (both for itself and as duly authorised agent for and on behalf of the Leagues) that:

### 1. DEFINITIONS

In this agreement (**Agreement**) the following words shall have the following meanings:

- 1.1 **Accreditation** means any official documentation issued by a Home Club to an Authorised Radio Journalist for the purpose of identifying the same.
- 1.2 **Accreditation Request Form** means the application form (as amended by the Leagues from time to time) to be completed by the Company requesting permission for an Authorised Radio Journalist to attend a Match. The current Accreditation Request Form is shown at Appendix A.
- 1.3 **Authorised Radio Journalist** means an employee or contractor radio journalist that attends any Match for or on behalf of the Company.
- 1.4 **Broadcast** means to broadcast audio material only via any technology now known or invented in the future.
- 1.5 **Club** means those football clubs in membership of either League from time to time.
- 1.6 **Football Action** means incidents taking place on the pitch or in the technical areas as part of (or ancillary to) a Match.
- 1.7 **Ground Regulations** means those ground regulations and ticket conditions issued from time to time by the Home Club governing the terms and conditions upon which admission is granted to the Stadium.
- 1.8 **Home Club** means the Club at whose Stadium any Match is or should be played, or where ground sharing is in operation, the Club whose name first appears on the relevant fixture or in respect of any Match played at a neutral Stadium, the football authority under whose auspices the Match is organised.
- 1.9 **i-PBS System** means the internet press booking system that is being implemented on a phased basis and will handle centrally all requests for Authorised Radio Journalists to attend Matches.
- 1.10 **League** means the league(s) indicated in Section B on page 1 of this Agreement.
- 1.11 **Match** means an association football match that takes place at a Stadium in respect of which the Home Club requires radio journalists in attendance to have Accreditation.

- 1.12 **News Reports** means audio reports that are generated through the attendance of Authorised Radio Journalists at Stadia and that are descriptive, informative or illustrative of Match(es) or passages of play. For the avoidance of doubt commentary of Football Action is expressly excluded.
- 1.13 **Parent Company** means any company which is the ultimate holding company of the Company.
- 1.14 **Photograph** means a single still visual image (or information or material capable of being converted into such) captured in physical form (including 'negative'), digital form or other form of electronic storage of whatever nature, whether transient or otherwise, or in any other form whether now existing or hereafter invented,(but excluding any moving image or images and/or digital sequencing in the form of moving images of whatever nature) captured using photographic equipment while present at a Stadium.
- 1.15 **Player** means any player of the Club(s) and includes any manager, coach and any personnel on the pitch or in the technical area with authorisation during the Match.
- 1.16 **Post Match** means after the conclusion of the applicable Match.
- 1.17 **Radio Station** means the radio station owned and/or operated by the Company that is more particularly described in Section C on page 1 of this Agreement being either (i) a BBC radio service; or (ii) a radio service that holds a radio broadcasting licence from OfCom or any body that replaces it from time to time; or (iii) an appropriately licensed non-UK radio station.
- 1.18 **Single Club Service** means any service offered substantially on a single Club basis and includes (by way of example and not limitation) any Radio Station that is branded or promoted as a Radio Station relating exclusively or substantially to a single Club and/or any Radio Station where the content is based exclusively or substantially on a single Club.
- 1.19 **Stadium** means that stadium owned, occupied or utilised by a Club (or the football authority under whose auspices the Match is organised) and to which the public are admitted in respect of any Match.
- 1.20 **Subsidiary** means a company in which the Company owns directly or indirectly more than 50% of the issued share capital and over which it exercises effective control.
- 1.21 **Term** means that period that commences on the date of execution of this Agreement and expires immediately following the last day of the 2011/2012 Football League season (including the play offs).
- 1.22 **UK Press Card** means photo identification issued to Authorised Representatives by The UK Press Card Authority.
- 1.23 **Wholesale/Syndicate** means the licensing of News Reports to third parties by any means.

## 2. AUTHORITY & GRANT OF RIGHTS

- 2.1 The Company hereby:
- (a) warrants that all information given by it in this Agreement is complete and accurate;
  - (b) warrants that it has the right and authority to enter into this Agreement on behalf of itself and the Authorised Radio Journalist(s); and
  - (c) agrees that the Clubs retain sole discretion to decline any application for Accreditation and shall not be required to provide any explanation if any such application for Accreditation is unsuccessful for any reason.
- 2.2 DataCo hereby warrants that it has the right and authority to enter into this Agreement on behalf of itself and the Leagues.

- 2.3 All rights not expressly granted to the Company are reserved to the Leagues and/or DataCo (as applicable).
- 2.4 The Company shall:
- (a) not itself;
  - (b) not authorise, knowingly assist or knowingly permit any third party to; and
  - (c) procure that none of its Authorised Radio Journalists shall;  
Broadcast, distribute, supply or otherwise use any News Reports other than as expressly permitted by the provisions of this Agreement.

### 3. GRANT OF ENTRY TO THE STADIUM

- 3.1 In consideration of the mutual obligations between the parties and subject to the terms and conditions set out below, subject to the Company making prior arrangements for each Authorised Radio Journalist to attend each Match directly with each Home Club, DataCo hereby agrees that the Authorised Radio Journalist(s) may enter each Stadium for the purpose of generating News Reports that are Broadcast Post Match.
- 3.2 The Company acknowledges that access to enter the Stadium is at the Home Club's discretion and that material breach of the terms of this Agreement by the Company and/or any Authorised Radio Journalist may result in:
- (a) them being subsequently refused entry to Stadia; and/or
  - (b) termination of this Agreement in accordance with the provisions of clause 9.
- 3.3 Access to the Stadium is subject to compliance with the applicable Ground Regulations. In the event of any discrepancy between the provisions of this Agreement and the Ground Regulations, the provisions of this Agreement shall apply in respect of that discrepancy.
- 3.4 When attending any Match, each Authorised Radio Journalist must hold (and produce upon demand) either:
- (a) a valid UK Press Card;
  - (b) a valid AIPS Card; or
  - (c) a valid Premier League/Football League Photo ID Card.
- 3.5 For the avoidance of doubt, nothing in this Agreement shall in any way prevent or restrict any Company from Broadcasting or using editorial material in respect of any incident or occurrence which takes place in a Stadium (other than as part of or in relation to Football Action) and which could reasonably be considered to be news of national or international importance.

### 4. ACCREDITATION REQUEST PROCEDURE

- 4.1 The Company acknowledges and shall procure that applications for an Authorised Radio Journalist to attend a Match shall be made by the Company using:
- (a) the i-PBS System if the particular Home Club has implemented the i-PBS System at the time the application is made; or
  - (b) the Accreditation Request Form if the particular Home Club has not implemented the i-PBS System at the time the application is made.
- 4.2 The Company may only appoint an Authorised Radio Journalist to attend a Match on its behalf (the "Attendee"), provided that:

- (a) the Company warrants to Dataco that to the best of the Company's knowledge and belief, such Attendee has not at any time carried out or facilitated any unauthorised use, commercialisation or distribution of News Reports or any photographic or other visual or audio-visual imagery pertaining to football players or matches; and
- (b) the Company shall ensure that the Attendee shall not also attend the Match on behalf of another entity (so that, for the avoidance of doubt, an Authorised Radio Journalist shall not be entitled to attend a Match on behalf of the Company and any other entity).

## 5. ATTENDANCE AT THE STADIUM

5.1 The Company shall procure that each of the Authorised Radio Journalists attending any Match:

- (a) shall abide by all reasonable instructions issued on behalf of the Home Club and will comply with all regulations governing entry to the Stadium including, but not limited to, the Ground Regulations;
- (b) shall not transfer their Accreditation to any other person and shall return such Accreditation to the Home Club immediately on demand;
- (c) whilst present at the Stadium, shall not himself (nor knowingly assist or authorise any third party to) collect, collate, Broadcast, distribute, supply, use or otherwise communicate any material (including, but not limited to, any commercial messages, live match reports, score update, statistics or any other data whatsoever) to any person other than News Reports communicated to or via the Company in accordance with this Agreement;
- (d) whilst present at the Stadium, shall:
  - (i) only generate News Reports (and shall not, by way of example only and without limitation, take Photographs); and
  - (ii) generate News Reports only in those locations stipulated for journalists by the Home Club.

5.2 The Company shall not:

- (a) appoint or engage any person as an Authorised Radio Journalist who to the knowledge of the Company at the relevant time has been refused an applicable journalist or other licence or Accreditation to attend any Stadium or whose licence has been terminated or (during the currency of the suspension only) suspended; or
- (b) itself (and shall procure that its Authorised Radio Journalist(s) shall not) take any steps to enable any individual to attend a Match if to the knowledge of the Company at the relevant time that individual:
  - (i) falls within clause 5.2(a); or
  - (ii) is or has been a director, employee or contractor of any firm or company that has been refused an agreement to attend Matches in like terms to this Agreement or whose agreement has been terminated or (during the currency of the suspension only) suspended.

## 6. BROADCAST OF NEWS REPORTS

6.1 The Company shall only Broadcast News Reports on its own Radio Station(s).

6.2 The Company shall only Broadcast News Reports Post Match.

- 6.3 The Company shall not itself (nor authorise, knowingly permit or knowingly assist any third party) to Wholesale/Syndicate any News Reports.
- 6.4 The Company shall not itself (nor authorise, knowingly permit or knowingly assist any third party to) Broadcast or otherwise use any News Report in conjunction with any Photograph(s) or any moving image.
- 6.5 Any Radio Station or programme Broadcast by the Company and which includes News Reports shall:
- (a) not be structured, offered, titled, described or promoted as a 'live' or 'near live' service;
  - (b) not be structured, offered, titled, described or promoted as an official Club or League service; or a Single Club Service.
- 6.6 Save as set out in this clause 6 the Company shall not itself (nor authorise, knowingly permit or knowingly assist any third party) to make any other use of the News Reports.

## 7. WARRANTY & INDEMNITY

- 7.1 The Company warrants, undertakes and agrees that it has effected (both for itself and on behalf of its Authorised Radio Journalist(s)) adequate public liability insurance cover with a reputable insurer to the extent of not less than £5,000,000 per claim or series of claims and shall maintain such cover for the duration of this Agreement. The Company shall produce documentary evidence of such cover upon demand.
- 7.2 Subject to the provisions of clause 7.4 the Company shall indemnify and hold harmless DataCo and each of the Leagues (each a “**Beneficiary**”) from and against all direct loss, damages, costs and expenses it may suffer arising out of any breach of the terms of this Agreement by the Company and/or any Authorised Radio Journalist(s), provided that if any such loss, damages, costs and expenses arise as a result of any claim by third parties brought against DataCo arising out of any breach of the terms of this Agreement by the Company and/or any Authorised Radio Journalist, such claim must have been finally adjudicated in a court of law or have been settled in accordance with the provisions of clause 7.3.
- 7.3 Where the Company is liable to indemnify and/or hold harmless a Beneficiary under clause 7.2:
- (a) the Beneficiary shall give notice of any such claim to the Company within a reasonable time after becoming aware of its existence;
  - (b) the Beneficiary shall provide to the Company such information and assistance in relation to such claims as the Company may reasonably require to evaluate its response; and
  - (c) the Beneficiary shall not make any settlement, compromise or prejudicial admission in relation to such claim without the prior consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed) and it will be deemed to be unreasonable if the Company declines consent after having received an opinion from counsel (of 10 or more years standing with experience of the subject matter in question) who has been jointly instructed by the Company and the Beneficiary or (in the circumstances set out below) by the President of the Bar Council (but in either case the cost of whom is to be met equally by the Beneficiary and the Company) to the effect that any defence that the Beneficiary may have to the claim will not in all the circumstances have a reasonable chance of success. In the absence of agreement between the parties within 14 days of a counsel being suggested in writing by either the Beneficiary or the Company to the other, either the Beneficiary or the Company may apply to the President of the Bar Council to forthwith appoint such counsel to provide advice under this clause 6.2.

- 7.4 To the maximum extent permitted by law (and, save in respect of liability which would be covered by the insurance to be maintained in accordance with clause 7.1) the Company's liability under this clause 7 shall not exceed £100,000.

## **8. EXCLUSION OF LIABILITY**

- 8.1 To the maximum extent permitted by law, DataCo, each of the Leagues, Club(s) and/or Stadium owners and/or Stadium operators exclude all liability resulting from the Authorised Radio Journalist(s) entering or being present in the Stadium.
- 8.2 Notwithstanding any other provision of this Agreement, the Company shall not have any liability under this Agreement in respect of (a) any indirect or consequential loss, economic loss and loss of profits or business or any loss of goodwill suffered by DataCo, each of the Leagues and/or Club(s); and/or (b) where any loss, damages, expenses or costs claimed by any DataCo, each of the Leagues and/or Club(s) arises as a consequence of any negligence or misconduct by any of DataCo, each of the Leagues and/or Club(s) provided that the provisions of this clause 8.2 shall not apply to any liability which would be covered by the insurance to be maintained in accordance with clause 7.1.

## **9. EXPIRY & TERMINATION**

- 9.1 This Agreement shall commence on date of execution of this agreement and, subject to earlier termination, shall continue for the Term
- 9.2 DataCo and/or the League(s) shall be entitled to terminate this Agreement in respect of the Company (or at DataCo's and/or the League(s) discretion they shall be entitled to remove or preclude a particular person from being an Authorised Radio Journalist for the purposes of this Agreement) immediately by written notice to the Company (and/or, if applicable, the Authorised Radio Journalist) in the event that:
- (a) the Company or any of its Authorised Radio Journalists is in material breach of any of the terms of this Agreement and such breach cannot be remedied;
  - (b) the Company or any of its Authorised Radio Journalists fails to remedy any breach of the terms of this Agreement which is capable of remedy as soon as reasonably practicable and in any event within 30 days of being given notice to do so by DataCo and/or the League(s);
  - (c) the Company is declared bankrupt or enters into any arrangement or compound with its creditors (where an individual or firm) or enters into any arrangements or compound with its creditors or a petition is presented for its winding up or a resolution passed for its winding up or the Company enters into liquidation administration receivership company voluntary arrangement and/or is unable to pay its debts.
- 9.3 Termination or expiry of this Agreement will be without prejudice to any rights or liabilities of either party that have accrued prior to such termination.

## **10. SUSPENSION**

- 10.1 Without prejudice to any of DataCo's other rights and remedies under this Agreement, the Company acknowledges and agrees that DataCo has the right to suspend any or all of the Company's rights under this Agreement (including any rights exercisable by any of the Company's Authorised Radio Journalists) immediately by written notice to the Company in the event that:
- (a) DataCo considers, in its sole discretion, that the Company (whether by its own acts or omissions or those of any of its Authorised Radio Journalists) is in breach of any of the terms of this Agreement; and
  - (b) the Company has failed to remedy such breach within 15 days of being given written notice to do so by DataCo and/or the Leagues.

**11. NOTICES**

- 11.1 Any notice or other document shall be deemed to have been received by the addressee two working days following the date of dispatch if the notice or other document is sent by registered post or simultaneously with the delivery or transmission if sent by hand or if given by facsimile or other electronic means (provided that any such facsimile or electronic mail is confirmed by written notification within two working days of its transmission).
- 11.2 DataCo's address for service is at 30 Gloucester Place, London W1U 8PL.
- 11.3 The Company's address for service is as set out on page 1 of the Agreement.

**12. ASSIGNMENT AND SUB LICENCE**

- 12.1 The Company may not assign or sub-license any of its rights or obligations hereunder.
- 12.2 The Leagues and/or DataCo may assign, sub-license or delegate any of their rights or obligations hereunder, provided that such assignment, sub-licence or delegation does not result in a more onerous obligation on the part of the Company.

**13. GENERAL**

- 13.1 This Agreement supersedes all prior agreements, arrangements and correspondence between the parties in relation to the subject matter of this Agreement.
- 13.2 Where the terms of this Agreement conflict with any other terms of agreements relating to the subject matter hereof the terms of this Agreement shall apply.
- 13.3 References to the male gender shall apply equally to the female gender and vice versa.
- 13.4 References in this Agreement to the singular shall apply equally to the plural and vice versa.
- 13.5 No failure or forbearance of either party to exercise any right conferred or to enforce any obligation imposed by this Agreement shall be deemed a waiver of any such right or obligation nor operate so as to bar or limit exercise or enforcement at any time thereafter.
- 13.6 If any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, this will not affect any other provision of the Agreement. Where, as a result of a change in applicable law or the ruling of a court of competent jurisdiction in any case, any term applicable to any right granted hereby, or any restriction on any such right, would no longer be a legal requirement, or would cease to have legal force, any such term or restriction shall cease to apply with effect from the date of any such change or judgment.
- 13.7 No party to this Agreement may make any public announcement or press release about the execution of this Agreement without the other parties' prior written approval as to the form, content and manner thereof, which shall not be unreasonably withheld or delayed. Where any approval or consent is required from the Leagues in respect of any matter under this Agreement, DataCo may validly give such consent.
- 13.8 This Agreement shall be governed by and construed in accordance with the laws of England & Wales. The parties submit to the exclusive jurisdiction of the Courts of England and Wales.

SIGNED .....  
for and on behalf of the Company

(Signed): .....

(Name): .....

(Address): .....

SIGNED .....  
For and on behalf of Football DataCo Limited

(Signed): .....

(Name): .....

(Address): .....

**APPENDIX A**

**Radio Journalist Accreditation Request Form**

Please accredit the journalist named below to attend the Event named below, on the terms and conditions of the Radio Journalist News Access Agreement entered into between Football DataCo Limited (and others) and the Company on .....(*insert date*) ("**Agreement**").

TO PRESS OFFICE .....

FROM ORGANISATION ..... ("**Company**")

DATE OF REQUEST ..... DATE OF EVENT .....

NAME OF EVENT .....(*home side first*)

JOURNALIST'S NAME ..... ("**Journalist**")

FOOTBALL LEAGUE/PREMIER LEAGUE ACCREDITATION NO: .....

WORKING ON BEHALF OF .....(*insert details of radio station*)

AGREEMENT NO.....

REQUEST FOR CAR PARKING?       YES                       NO

IS THE JOURNALIST ATTENDING THE EVENT EXCLUSIVELY FOR THE COMPANY?  
 YES                       NO

PRINT & SIGN .....

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**IMPORTANT NOTICE**

**In accordance with the terms of the Agreement, the Journalist is ONLY entitled to generate News Reports that are Broadcast Post Match. The Journalist may not Broadcast any score flash, commentary, match report or other material whilst present in the Stadium.**

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**FOR PRESS OFFICE USE:**

REQUEST ACCEPTED       YES                       NO

PRESS OFFICER .....(*print and sign*)

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**WHEN COLLECTING PASS THE JOURNALIST MUST SIGN BELOW**

I CONFIRM THAT I AM ATTENDING THE EVENT AS AN AUTHORISED RADIO JOURNALIST OF THE COMPANY ABOVE, AS DEFINED IN (AND SUBJECT TO) THE AGREEMENT.

I CONFIRM THAT I HAVE NOT BEEN IN BREACH OF ANY TERMS OF ANY AGREEMENT OR OF ANY OTHER TERMS APPLICABLE TO MY ATTENDANCE IN CLUBS' STADIA AND I HAVE NEVER BEEN REFUSED AN APPLICABLE JOURNALIST OR OTHER LICENCE OR ACCREDITATION TO ATTEND ANY STADIUM OR HAD ANY SUCH LICENCE TERMINATED (AND NO SUCH LICENCE IS CURRENTLY SUSPENDED).

I CONFIRM THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND I CONFIRM MY CONSENT TO THE APPLICABLE LEAGUE AND CLUB HOLDING, DISCLOSING AND USING ANY INFORMATION CONTAINED IN THIS DOCUMENT (**INFORMATION**) FOR ADMINISTRATIVE PURPOSES.

JOURNALIST'S NAME .....

JOURNALIST'S SIGNATURE .....

DATE .....