

Customer Ref. No.

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Performing Right Society Limited

Representing Music Creators and Publishers of Music

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PR*S for Music* is the trading name of the Performing Right Society Ltd.

Registered in England. No. 134396 , VAT Reg. No. 440634276.



Copyright Music Licence Contract

Particulars of Licensee

The Licensee	
A1 Full name	
Address	
Postcode	
Telephone no.	
Fax no.	
Email	
Company reg. no	

The Premises	
A2 Name	
Address	
Postcode	
Telephone no.	
Fax no.	
Email	
Web	

1. Licence

The Performing Right Society Limited (*PR*S for Music**) by its signature to this document grants the Licensee a licence (subject to the terms and conditions on both sides of this document) authorising the public performance at the Premises of any and every musical work (including any words associated with it or them) for the time being in the repertoire of the Society and of the societies which for the time being are affiliated to it.

2. Manner of performance

At the start of this Licence, the performances contemplated by the Licensee (to which *PR*S for Music** has applied Tariff(s) are

3. Royalty calculation

For this licence the Licensee shall pay a royalty ("the Royalty") calculated in accordance with *PR*S for Music**'s tariffs in force for the time being as applied to the particulars set out in Clause 2, as varied from time to time by any changes notified by the Licensee to *PR*S for Music**, or which come to *PR*S for Music**'s notice otherwise. These particulars, as varied from time to time, are called "the Performance Particulars". However if, before this licence was granted, there were performances of any works from the repertoire of *PR*S for Music** or of a society affiliated to it, then the payment due under clause 4 (1) (a) below will represent an increase of 50% over the royalty due under *PR*S for Music**'s tariffs, and any revision of the payment due to take account of changed performance particulars will be calculated at the same increased rate.

4. Payment of Royalty

- (1) The Licensee shall pay the following Royalties to *PR*S for Music**:
 - (a) for the year ending on the _____, 20 ____ the sum of £ _____ (plus VAT - see Clause 4 (3))*immediately/on receipt of invoices, and
 - (b) on the day after date in Clause 4 (1) (a) and on the 6th of the same month in each subsequent year ("the Renewal Date") the Royalty for the ensuing 12 month period (a "Licence Year") calculated according to Clause 3.
 - (2) If as a result of any revision under Clause 5 the Royalty is changed (through either a change of tariff or a change in the Performance Particulars) on a date other than the Renewal Date, then:
 - (a) the Licensee shall pay any resultant additional Royalty to *PR*S for Music** forthwith, but
 - (b) if the Royalty is reduced by the revision, then the amount of the reduction shall be credited against any Royalties then due by the Licensee or, if no Royalty is due, shall forthwith be refunded to Licensee.
 - (3) The Licensee shall also pay Value Added Tax on all Royalties.
- *Delete as necessary

See over
Signed by/on behalf of the Licensee
(indicate office held by signatory where appropriate)

Full name of signatory
(in block letters)

Signed for Performing Right Society Limited
(Authorised signatory)

Date signed by Performing Right Society Limited (Agreement date)

This document, or *PR*S for Music**'s action in sending it to the Licensee, shall not constitute a licence (expressed or implied) until it has been signed on behalf of Performing Right Society Limited.

5. Revision of tariffs, Performance Particulars and Royalties

- (1) *PRS for Music* shall notify the Licensee of any revision made to *PRS for Music's* tariffs affecting the amount of the Royalty, by sending such a notification to the Licensee's last known address.
- (2) The Licensee agrees to inform *PRS for Music* in writing immediately of any change in any of the Performance Particulars and shall always give *PRS for Music* such information as it may require for calculating the Royalty.
- (3) The revision of any Royalty shall take effect from the date on which the revised tariff becomes effective, or the date of the change in Performance Particulars as the case may be.

6. Termination or cancellation

- (1) This licence shall continue from year to year until ended by either party giving the other (by recorded delivery) one calendar month's notice in writing to expire at the end of the Licence Year. Provided that when *PRS for Music* has notified the Licensee of a revision of the appropriate tariff which results in an increase in the Royalty, the Licensee shall then remain liable to pay the proportionate amount of the Royalty for the period up to the date of termination.
- (2) If the Licensee shall fail to pay any Royalty under this licence or be in breach of any provision or condition of it and then fail to pay the Royalty or rectify the breach within fourteen days from the date of a written demand from *PRS for Music* for payment or compliance as the case may be, then *PRS for Music* may, in spite of anything apparently to the contrary, immediately cancel this licence by written notice to the Licensee.

7. Exclusions

This licence shall not extend to or authorise:

- (1) the performance of a dramatico-musical work whether staged or otherwise unless such performance is given by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a radio or television set used for the purpose of giving a public performance of broadcast programmes. A dramatico-musical work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly therefor;
- (2) the performance of a dramatic excerpt from a dramatico-musical work unless performed by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a radio or television set used for the purpose of giving a public performance of broadcast programmes. An excerpt will be deemed to be dramatic if it is accompanied by any dramatic action whether danced, acted, or mimed and thereby (and/or through the use of costume, scenery or other visual effects) gives a visual impression of or otherwise portrays the writer's original concept of the work from which the excerpt is taken;
- (3) the performance of a non-dramatic excerpt or excerpts from a dramatico-musical work, however performed
 - (a) where the total duration of the excerpt or excerpts in the course of the same programme is 25 minutes or more and/or
 - (b) where the excerpt or excerpts are a potted version of the work and/or
 - (c) where the excerpt or excerpts are or cover a complete act of the work;
- (4) the performance of the whole or any part of any music or any words associated therewith composed or used for a ballet if accompanied by a visual representation of that ballet or part of it, unless the performance takes place by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a television set used for the purpose of giving public performance of broadcast programmes;
- (5) the performance of any musical work specially written for a son-et-lumière production when performed in or in conjunction with that production;
- (6) the performance of any musical work (which is not itself a dramatico-musical work) specially written for a production of a dramatic work in a theatre when performed in, or in conjunction with, that dramatic work;
- (7) the performance of any musical work accompanied by words other than those published or otherwise associated with it by the copyright owner;
- (8) the performance of any work in any altered or re-arranged form with such costume or action as to produce parodied or burlesque effects;
- (9) the performance of any work adapted to dramatic form;
- (10) the broadcasting or other transmission of any performance or causing any performance to be audible beyond precincts of the premises (unless such acts are specifically included in the performance particulars);
- (11) the performance by means of any disc, cinematograph film, tape or other recording of any musical work, if the making of such recording infringed the copyright in that work.

8. Other performances at the Premises

If the Premises shall be temporarily or permanently used for any performances or entertainments different in number or type from the Performance Particulars, this licence shall not be deemed to authorise those different performances or entertainments unless the appropriate Royalty for them has been paid under Clauses 3 and 5 of this licence.

9. No assignments

The Licensee shall not assign or part with the possession of this licence without the previous written consent of *PRS for Music*.

10. *PRS for Music's* right of entry

PRS for Music, by its duly appointed agent, shall have the right of entry to the Premises at all reasonable times but only for the purpose of checking the particulars on which the Royalty is assessed.

11. Data Protection

- (1) *PRS for Music* may use any information (including personal data as defined in the Data Protection Act 1998) obtained from the Licensee in the course of making this agreement or pursuant to or in connection with it for the purposes of:
 - (a) licensing, administering and enforcing *PRS for Music's* rights (and the rights of *PRS for Music's* members and affiliates);
 - (b) administering the Licensee and members' relationships with *PRS for Music* including (e.g.) this licence, any future agreements, licensing matters and enquiries; and
 - (c) research and analysis including use of *PRS for Music's* and/ or affiliate services, enforcement and analysis of the types of organisations and entities that hold or should potentially hold relevant copyright licences.
- (2) *PRS for Music* may provide the information to:
 - (a) affiliates and subcontractors and/ or agents appointed in connection with the matters set out in (1)(a) to (c) above;
 - (b) law enforcement bodies from time to time in relation to any intended or potential action for breach of copyright or otherwise where we are under a legal obligation to disclose such information; and
 - (c) the Mechanical-Copyright Protection Society Limited, Phonographic Performance Limited and other collecting societies for the purpose of establishing whether further copyright licences are required to be held and related administration and/ or enforcement activities.
- (3) *PRS for Music* may also use the information to contact the Licensee by post, telephone and, where the Licensee's consent has been given, email regarding music related services that may be of interest to the Licensee. If the Licensee does not wish its details to be used for these marketing purposes by *PRS for Music* please contact *PRS for Music* at PRS National Sales Centre, 19 Church Walk, Peterborough PE1 2UZ or customerservice@prsformusic.com.
- (4) The Licensee warrants that the Licensee has obtained the consent of any individual whose personal data the Licensee shares with *PRS for Music* for the purposes outlined in this clause 11 before submission of such data.

12. Programme returns

The Licensee shall, if requested, supply to *PRS for Music* by post, on the forms obtainable from *PRS for Music*, a list of all musical works, whether published or in manuscript, performed vocally, instrumentally or mechanically at the Premises, with the names of the composer, arranger and publisher of each such work, and the number of times each has been performed, to assist *PRS for Music* to allocate the Royalties it collects. These returns are to be made at intervals specified by *PRS for Music*. If performances by record players and/ or tape machines are covered by this licence it shall be sufficient compliance with this condition to supply to *PRS for Music* an initial list of records or tapes in use, giving the title of each work recorded, the name of the composer (where this is shown on the record or tape label) and the record or tape make and number, with supplementary lists from time to time of any additions to or deletions from that list.

13. Change of address

The Licensee shall give prompt written notice to *PRS for Music* of any change in the address of the Licensee or the Premises of any change in the name of the Premises.

14. Variation

Without prejudice to the provisions of clause 5, *PRS for Music* may from time to time vary the terms and conditions of this licence on notice to the Licensee, such variation to take effect not less than four weeks after the date of the notice.