

JOINT MCPS-PPL PROFESSIONAL DUBBING LICENCE: TERMS AND CONDITIONS



These terms relate to the paid-for Joint MCPS/PPL Professional Dubbing Licence supplied to you by the Mechanical Copyright Protection Society Limited through our website, prsformusic.com, and should be read in conjunction with the Website Terms & Conditions and the Privacy Policy which also apply to your purchase.

To ensure you understand the terms and conditions that you are agreeing to, please consult our FAQs which explain the background to this licence and the terms used.

1. DEFINITIONS

In this Licence, the following terms shall have the following meanings:

"Agreement" means these terms and conditions, your completed Application Form once approved and the *PRS for Music* Website Terms & Conditions and Privacy Policy.

"Application Form" means the online form that you must complete and submit to us to apply for the Licence.

"Back-up Database" means a single computer or hard disk unit (or such other storage device as we may agree in writing) storing back-up copies in digital form of the Repertoire Works and/or PPL Sound Recordings copied under this licence.

"Copy" means a single copy of a Repertoire Work or a PPL Sound Recording from any single source to any single Format. "Copies" shall be construed accordingly.

"Dramatico-Musical Works" means any ballet, opera, operetta, musical, musical play or work of a similar nature.

"Format" means the following physical formats: CD, cassette, minidisk, vinyl, DAT, DVD, Blu-ray disk, HD-DVD, VHS, CD-ROM, memory card, hard drive (external or internal) containing one or more Repertoire Works and or PPL Sound Recordings copied by you in accordance with these terms, as set out in more detail in your Application Form, or any other physical format notified by us.

"Karaoke" means the graphic representation of lyrics of one or more Repertoire Works presented in a form such that the lyrics of a particular Repertoire Work are reproduced graphically on the screen as the music plays, for the primary purpose of viewers being able to sing along to that Repertoire Work as the music plays.

“Licence” means the licence set out in paragraph 2 below, granted to you subject to this Agreement.

“Licence Fee” means the fee payable by you to purchase the Licence as set out in paragraph 5 below, that is, the Standard Licence Fee or the Licence Fee including the Karaoke uplift.

“Licence Fee including the Karaoke uplift” means the fees set out in the second column of the table at paragraph 5.2 below, payable for all copying authorised under this Licence, by a Licensee, where one or more Copies includes the on-screen reproduction of the text of lyrics of Repertoire Works in connection with the provision by a Licensee of Services at least some of which incorporate Karaoke.

“Licensee” means a person whose Application Form has been approved by MCPS and who has paid the Licence Fee in accordance with paragraph 5 below.

“MCPS” means the Mechanical-Copyright Protection Society Limited, a company registered in England with company number 00199120, whose registered office is at 2nd Floor, Synergy House, 114-118 Southampton Row, London, WC1B 5AA contracting for and on behalf of itself and for and on behalf of and as agent of PPL, MCPS’ and PPL’s various members, foreign societies and the foreign society members. MCPS and PPL also referred to as “us” or “we”.

“Musical Work” means any work consisting of music and any lyrics or words written to be used with the music (if applicable), including any part of such a work.

“Permitted Number of Copies” means the number of Copies identified in your Application Form corresponding to the Licence Fee paid by you to us. For the avoidance of doubt, each copy of each track on a mix-CD (or similar) is a separate single Copy notwithstanding whether such separate tracks are presented as “one” track.

“PMSR” means any sound recording of a Musical Work being a sound recording (as opposed to a Musical Work) the copyright in which is owned or controlled in the United Kingdom, from time to time, by MCPS (or a member of MCPS or a foreign society or a foreign society member) and where such party has authorised MCPS to license such recordings as so-called production or library music.

“PPL” means Phonographic Performance Limited, a company registered in England with company number 00288046 whose registered office is at 1 Upper James Street, London, W1F 9DE.

“PPL Sound Recording” means each Sound Recording the ownership or control of the relevant copyright in which shall be vested in PPL from time to time.

"Privacy Policy" means the *PRS for Music* Privacy Policy as amended from time-to-time which can be viewed via *PRS for Music's* website at prsformusic.com.

"Repertoire Work" means each PMSR and each Musical Work the copyright in which is owned or controlled in the United Kingdom, from time to time, by MCPS (or a member of MCPS or a foreign society or a foreign society member) PROVIDED THAT if one or more of those who own or control the copyright in a relevant Repertoire Work is not MCPS (or an MCPS member or an affiliated society or an affiliated society member), the expression "Repertoire Work" shall only apply to such interest in Repertoire Work as is owned or controlled by MCPS (or an MCPS member or an affiliated society or an affiliated society member).

"Service" means the public performance at venues in the United Kingdom by the Licensee, acting as a performance artist, a disc jockey ("DJ"), a DJ providing Karaoke, an aerobics, fitness or dance instructor, of Repertoire Works and/or PPL Sound Recordings.

"Sound Recording" has the meaning as set out in section 5 of the 1988 Act.

"Standard Licence Fee" means the Licence Fee set out in the first column of the table at paragraph 5.2 below, payable for copying authorised under this Licence, by a Licensee, in connection with the provision by the Licensee of any Service other than a Service incorporating Karaoke.

"Term" means the period of 12 months from the date your Licence is granted.

"United Kingdom" means the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

"Website Terms & Conditions" means the *PRS for Music* Website Terms & Conditions as amended from time-to-time which can be viewed via the *PRS for Music's* website at prsformusic.com

"1988 Act" means The Copyright, Designs and Patents Act 1988.

2. LICENCE

2.1 In consideration for your payment of the Licence Fee to us, and subject to the limitations and restrictions set out below, we grant you a non-exclusive licence during the Term and in the United Kingdom to make Copies of Repertoire Works and/or PPL Sound Recordings for the sole purpose of you providing the Service, providing that such Repertoire Works and/or PPL Sound Recordings have been legally obtained by you, and providing that the number of Copies does not exceed the Permitted Number of Copies.

2.2 This Licence does not cover the public performance of Repertoire Works or PPL Sound Recordings. Separate Licences are required from the Performing Right Society Limited and PPL for this activity.

2.3 You may keep a complete Back-up Database. The Back-up Database will not constitute a Copy for the purposes of the calculation of the Licence Fee.

2.4 During the Term, on MCPS' reasonable request, you must make any Backup Database; the equipment on which such Back-up Database is stored and all other equipment from which (and onto which) you make Copies (including but not limited to CDs and any other such Formats) available for inspection by MCPS or MCPS' authorised representatives.

2.5 Upon receiving a written (or e-mail) request from MCPS, you shall supply to MCPS within 21 (twenty-one) days such information as requested relating to Copies you have made during the Term.

3. LIMITATIONS

3.1 No licence is granted hereunder in respect of any copying of Repertoire Works or PPL Sound Recordings until MCPS has authorised your Application Form and received payment in full of the Licence Fee in accordance with paragraph 5 below.

3.2 This Licence is applicable to the copying of audio-only material. Except as provided for by these terms and conditions, this Licence does not license the copying of audio-visual material. For the avoidance of doubt, authorised copying of audio-visual material is limited to Karaoke, that is, the reproduction of lyrics of Repertoire Works on screen and the copying of the corresponding Repertoire Works and PPL Sound Recordings.

3.3 This Licence only covers the limited copying of Repertoire Works and PPL Sound Recordings as provided for in these terms and conditions. This Licence does not extend to other rights or interests, including without limitation, Musical Works which are not Repertoire Works, Sound Recordings which are not PMSRs or PPL Sound Recordings, films, dramatic works, performers' rights, moral rights or rights in performances. The Licence does not cover any rights not expressly granted under these terms and conditions.

3.4 All authorised copying of Repertoire Works and/or PPL Sound Recordings under this Licence must be carried out exclusively by you.

4. EXCLUSIONS

4.1 This Licence will not cover the following, which are prohibited unless (where appropriate) a separate licence and/or the approval of the relevant copyright owner(s) has been granted:

- (a) the distribution sale, hire, loan and/or sharing in any way of Repertoire Works or PPL Sound Recordings whether in a physical or nonphysical format;
- (b) making any adaptation or arrangement of the music and/or

- alteration of the lyrics of any Repertoire Work;
- (c) using music with lyrics other than those written to be used with the music or authorised for use with the music;
 - (d) using lyrics with music other than that written to be used with the lyrics or authorised for use with the lyrics;
 - (e) carrying out of any sampling (meaning the taking of part of the music and/or lyrics of a Repertoire Work and incorporating such part into another Repertoire Work) or the distribution or reproduction in the form of a sample of such part of a Repertoire Work;
 - (f) making a recording of any Repertoire Work in the form of any type of arrangement (including, for the avoidance of doubt, in the form of a combination of two or more Repertoire Works) or adaptation of whatsoever nature;
 - (g) using a Repertoire Work in the form of a parody, burlesque or any use which is defamatory or likely to be detrimental to the writer and/or performer of the work;
 - (h) using a Repertoire Work with material which is of a sexual, violent, drug related, political or other contentious nature;
 - (i) using a Repertoire Work or PPL Sound Recording in any Format or as part of a Service which contains, has added to it or is used in conjunction with, any kind of advertisement, sponsorship or any direct or indirect or implied promotion or endorsement of any commercial or political organisation or any form of illegal activity;
 - (j) reproducing musical notations of Repertoire Works in any form;
 - (k) reproducing lyrics of Repertoire Works in any hard-copy form;
 - (l) reproducing lyrics of Repertoire Works on screen unless such reproduction is for the sole purpose of the provision of a Service incorporating Karaoke and you have paid the Licence Fee including the Karaoke uplift as set out in paragraph 5;
 - (m) using a Repertoire Work which at the time of receipt of your Application Form has not been released for retail sale to the public in the European Economic Area with the copyright owner's permission;
 - (n) incorporating a Repertoire Work into any toys, games, novelty products or similar products;
 - (o) Repertoire Works forming part of Dramatico-Musical Works;
 - (p) copying any Repertoire Works and/or PPL Sound Recordings that infringe the moral rights of the composer of that Repertoire Work or PPL Sound Recording; or

- (q) using any PPL Sound Recordings in ways that denigrate the artistic integrity of any copyright works or any performance embodied on any PPL Sound Recording nor to subject any copyright works or performance embodied on any PPL Sound Recording to derogatory treatment.

4.2 This Licence covers the copying of Repertoire Works and PPL Sound Recordings for use by you as part of the Service but, for the avoidance of doubt does not license the Service in respect of:

- (a) the public performance, communication to the public or any other transmission of whatsoever nature of any Repertoire Works and/or PPL Sound Recordings; and
 (b) copying any Repertoire Works and/or PPL Sound Recordings for the purposes of any use online or by means of the internet.

5. PRICES AND PAYMENT

5.1 The submission of the Application Form is an offer by you to purchase a Licence from us. The Licence will not be granted until your payment has been received and we notify you that your Application Form has been approved. There will be no contract of any kind between you and us unless and until you make authorised payment for the Licence and we notify you that your Application Form has been approved.

5.2 The Licence Fee is calculated and payable in advance in pounds sterling as set out in the table below.

| Songs copied per annum | Price | Inc Graphic Right Uplift |
|-------------------------------|-------------------|---------------------------------|
| No. of units | £ excl VAT | £ excl VAT |
| 1 to 1,000 (ProDub: Fitness) | 85.11 | 102.13 |
| 1 to 5,000 | 212.77 | 255.32 |
| 5,001 to 10,000 | 255.32 | 306.38 |
| 10,001 to 15,000 | 297.87 | 357.45 |
| 15,001 to 20,000 | 340.42 | 408.51 |
| Over 20,000 | pro rata top tier | pro rata top tier |

5.3 Licence Fees are expressed exclusive of any VAT payable unless otherwise stated.

5.4 We recommend that you pay by credit/debit card so that your Application Form can be approved as soon as possible. Your credit/debit card details will be encrypted to minimise the possibility of unauthorised access or disclosure. Authority for payment must be given at the time of submitting your Application Form.

5.5 We will contact you once your Application Form has been processed and payment has been received to notify you if we will grant you the Licence. We will be under no obligation to license you until the Licence Fee has been paid. Should the Licence not be granted, you will be refunded the full Licence Fee.

6. WARRANTIES AND LIABILITY

6.1 We warrant that we have the right to license the rights granted in this Licence.

6.2 You shall indemnify and keep indemnified us against any action, claim, costs, damages, losses or expenses incurred by reason of any breach or non-observance of any of this Agreement;

7. DATA PROTECTION

7.1 We take the privacy of your personal information very seriously. The *PRS for Music* Privacy Policy (which forms part of this Agreement and which, for the avoidance of doubt, covers information passed to, from and between MCPS and PPL for the purposes of this Agreement) sets out the way your information will be dealt with. When you registered on our website you agreed to the Privacy Policy and you selected the information you wanted to receive from us and/or third parties.

7.2 You consent to MCPS and PPL making your name (and/or professional name) and the town or city in which you are resident available to the public (for example, by inclusion on a list published on MCPS's or PPL's websites or distributed to members of the public).

7.3 We will respect your wishes and you can change your mind at any time by sending us an email to dataprotection@prsformusic.com, or writing to us at the following address: Data Protection Queries, Legal Department, PRS for Music Ltd, Goldings House, 2 Hays Lane, London, SE1 2HB.

8. CANCELLATION AND TERMINATION

8.1 You are only licensed once you have paid for the Licence in full and we notify you that your Application Form has been approved. At that stage, because the Licence has already been granted to you, you are unable to cancel the Licence. The duration of the Licence is the Term.

8.2 Your Licence may be terminated by us by written notice if you are in breach of the Licence and this Agreement and the breach is not remedied within 14 days after written notice of the breach has been given to you. If we reasonably believe your breach of the Licence and this Agreement affects the rights of our members (whose rights we are licensing) we may suspend your Licence at any time.

8.3 Upon termination of the Licence in accordance with paragraph 8.2, you must immediately cease to copy any Repertoire Works and/or PPL Sound Recordings.

8.4 Upon termination of this Licence no Licence Fees shall be reimbursed to you.

9. MISCELLANEOUS

9.1 Nothing in this Licence affects the moral rights of the authors of any Repertoire Works and/or PPL Sound Recordings.

9.2 You will promptly supply us with any further information or documents reasonably requested by us to verify the Musical Works and/or Sound Recordings used (including any hardware and/or software used by you in the provision of the Service), the Service being provided by you and/or to verify that these terms are being or have been complied with.

9.3 No delay or omission in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other rights or remedies. No waiver shall be binding or effectual for any purpose unless expressed in writing and signed by the party giving it and any such waiver shall be effective only in the specific instance and for the purpose given.

9.4 This Agreement represents the entire terms agreed between the parties in relation to their subject matter and supersede and extinguish any prior drafts, and all previous contracts, arrangements (including any usage or custom and any terms arising through any course of dealing), representations, warranties of any nature whether or not in writing between the parties relating to their subject matter.

9.5 If a court or administrative organisation with competent jurisdiction decides that a paragraph in these terms and conditions is not valid this will not affect the rest of these terms and conditions. The parties acting reasonably will try to agree on a suitable paragraph to replace the one which is not valid. The new paragraph should, as far as possible, achieve the same economic, legal and commercial aims of the invalid one.

9.6 This Licence is personal to you and you may not sell, assign, transfer or deal in any other manner with this Licence or any of your rights or obligations under it without our prior written consent.

9.7 This Licence shall be governed by English law and we and you agree to submit to the exclusive jurisdiction of the English Courts.