

# Cinemas Tariff 'C' Effective 1<sup>st</sup> July 2024



Capitalised terms have the meaning set out in paragraph 10.

## 1. Scope of tariff

This tariff applies to **Performances\*** of **PRS for Music's repertoire\*** given in the course of, or in connection with, the exhibition of **Films\*** and **Cinematic Presentations of Live Music Events\***, at cinemas (including drive-in cinemas), art centres and other fixed premises at which the commercial exhibition of Films and/or Cinematic Presentations of Live Music takes place and any temporary cinemas (including so-called 'pop up' cinemas) (each a **Cinema**).

This tariff applies to the following categories of Performances of *PRS for Music's* repertoire:

- (1) as an accompaniment to the exhibition of Films including filmed advertisements and film trailers whether *PRS for Music's* repertoire is Performed by means of the soundtrack of a Film or otherwise;
- (2) Performances for intermission, play in and play out purposes;
- (3) Performances of music in a Cinema foyer under the control of the **Licensee\***, except as excluded under paragraph 3 below; and
- (4) Cinematic Presentations of Live Music Events.

## 2. Term

This tariff, which supersedes all previous editions, shall have effect from 1<sup>st</sup> July 2024.

## 3. Exclusions

- (1) This tariff does not apply to:
  - (a) performances of *PRS for Music's* repertoire other than those expressly mentioned in paragraph 1. In particular, it does not apply to any Performance of *PRS for Music's* repertoire other than for the purposes expressly mentioned in paragraphs 1(1) – 1(4) inclusive, including that it does not apply to any Performance of *PRS for Music's* repertoire in any area within a **Cinema Site\*** that is (i) let to or controlled by any person other than the Licensee or (ii) in any other area within the Cinema Site controlled by the Licensee to which another *PRS for Music* tariff applies

and which has a separate commercial purpose including any: (1) pub or bar, (2) restaurant, (3) café, or (4) shop; and

(b) the Performance of *PRS for Music's* repertoire during the exhibition of Films or Cinematic Presentations of Live Music at premises covered under the scope of *PRS for Music's* other tariffs, including *PRS for Music's* General Purposes tariff.

(2) Any licence granted by *PRS for Music* to which this tariff applies is subject to the condition that the Licensee shall notify *PRS for Music* of all entertainments or events with music held at the Cinema Site and shall pay all royalties due for them in accordance with the appropriate tariff(s).

## 4. Returns

(1) In respect of 1<sup>st</sup> July 2024 – 31<sup>st</sup> December 2024, a Licensee under this tariff shall report to *PRS for Music* on a half-yearly basis and shall be considered a **Biannually-Reporting Licensee\*** in respect of the same period. Thereafter, a Licensee under this tariff may elect to report to *PRS for Music* on either a **Tariff Year\*** or **Tariff Half-Year\*** (biannual) basis and shall be considered an **Annually-Reporting Licensee\*** or a Biannually-Reporting Licensee respectively. An election should be made by a Licensee by 31<sup>st</sup> January in any given Tariff Year in the form prescribed by *PRS for Music* from time-to-time. Any Licensee which does not make such an election in accordance with this paragraph 4(1) shall be an Annually-Reporting Licensee.

(2) A Licensee under this tariff shall furnish to *PRS for Music* a statement, certified by either (at the option of the Licensee): (i) an accountant who is qualified to be appointed auditor to a public company or who is approved by *PRS for Music*; or (ii) by a board director of the Licensee (the "**Report**"), showing:

- (a) the number of **Actual Admissions\***;
- (b) the number of such Actual Admissions that relate to Cinematic Presentations of Live Music Events;
- (c) for each Actual Admission, confirmation of whether or not a **Booking Fee\*** has been charged on such Actual Admission; and
- (d) the number of screens at each of the Licensee's Cinema Sites,

(together, the **Reporting Data**).

(3) For Annually-Reporting Licensees\*, the Report shall include the Reporting Data in respect of the immediately preceding Tariff Year (i.e. the relevant "**Reporting Period\***") and shall be provided to *PRS for Music* not later than the 31<sup>st</sup> January in each Tariff Year.

- (4) For Biannually-Reporting Licensees, the Report shall include the Reporting Data in respect of the immediately preceding Tariff Half-Year (i.e. the relevant "Reporting Period") and shall be provided to *PRS for Music* not later than the 31<sup>st</sup> January and the 31<sup>st</sup> July in each Tariff Year. For the avoidance of doubt, Biannually-Reporting Licensees are still granted an annual licence to which this tariff applies and must still report for the entire relevant Tariff Year, albeit in two parts.
- (5) During the period 1<sup>st</sup> July 2024 – 31<sup>st</sup> December 2024 only, the Licensee's obligation to provide Reporting Data in respect of the relevant Reporting Period (i.e. 1<sup>st</sup> January 2024 – 30<sup>th</sup> June 2024) shall be limited to the Reporting Data at paragraphs 4(2)(a), (b) and (d) only.
- (6) When a licence to which this tariff applies is first issued, re-issued or extended on the opening of a **New Cinema\***, paragraphs 4(2)-(4) will not apply during the **Initial Period\***, on the basis that Reporting Data for that New Cinema in respect of the relevant Reporting Period will not exist. For the avoidance of doubt, the Licensee will be required to provide a Report in respect of a New Cinema during the next Tariff Year or Tariff Half-Year (as applicable) following the Initial Period, in accordance with paragraphs 4(2)-(4) above.

## 5. Annual royalties – Films

- (1) Save in respect of Cinematic Presentations of Live Music Events (see paragraph 6 below) and subject to paragraphs 5(2), 5(3), 5(3a), 5(7) and 5(8) below, the royalty payable by a Licensee for the Tariff Year or Tariff Half-Year, as the case may be, associated with this tariff shall be calculated by reference to the following monetary rates per Actual Admission:

<b>Rates per Actual Admission</b>	
<b>Actual Admission with Booking Fees</b> (reflecting a Booking Fee uplift of 0.80 pence):	9.13 pence
<b>Actual Admission without Booking Fees:</b>	8.33 pence

- (2) Where the Licensee is unable to provide a full and accurate statement of whether Booking Fees are applicable to Actual Admissions in accordance with paragraph 4 above, the rate per Actual Admission with Booking Fees for the applicable Tariff Year or Tariff Half-Year, as the case may be, shall be applied to all Actual Admissions for such Tariff Year or Tariff Half-Year.
- (3) **Low Admissions Discount:** Where the number of Actual Admissions, excluding admissions in respect of Cinematic Presentations of Live Music Events, to a Cinema Site operated by the Licensee in any Tariff Year falls within the following bands, the Licensee shall be entitled to the following discounts on the otherwise applicable rate per Actual Admission set out in paragraphs 5(1) and 5(2) above:

<b>Number of annual admissions</b>	<b>Discount</b>
Less than 60,000	25%
60,000 – 69,999	20%
70,000 – 79,999	15%
80,000 to 89,999	10%
90,000 to 99,999	5%

**(3a) Low Admissions Discount (2024):** In respect of 1<sup>st</sup> July 2024 – 31<sup>st</sup> December 2024, the low admissions discount set out in paragraph 5(3) above shall apply and eligibility shall be calculated based on the annualised Reporting Data for 1<sup>st</sup> January 2024 – 31<sup>st</sup> December 2024.

**(4)** Subject to paragraph 5(5) below, as the actual royalty payable by the Licensee pursuant to the provisions of this paragraph 5 cannot be ascertained until the relevant Report has been provided to *PRS For Music*, pursuant to paragraph 4 above, the Licensee shall make an advance payment on account of the royalties expected to be incurred in the then-current Tariff Year or Tariff Half-Year (as the case may be). Such advance payment on account shall be made on or before: (i) the dates that the Report in respect of the previous Tariff Year or Tariff Half-Year, as applicable (pursuant to paragraph 4) are due to be submitted to *PRS for Music*; or (ii) 3 days after *PRS For Music* issues an invoice in respect of such advance payment on account following receipt of the Report, whichever is later. Such payment on account shall be:

- (a) for Annually-Reporting Licensees, equivalent to the amount actually due under paragraphs 5(1) - 5(3a) (inclusive) and 5(7) in respect of the preceding Tariff Year; or
- (b) for Biannually-Reporting Licensees, equivalent to the amount actually due under paragraphs 5(1) - 5(3a) (inclusive) and 5(7) in respect of the equivalent Tariff Half-Year period in the preceding Tariff Year.

**(5)** When a licence to which this tariff applies is first issued, re-issued or extended on the opening of a New Cinema, paragraphs 5(4)(a) and 5(4)(b) shall not apply and instead a provisional advance payment on account, payable pursuant to the remainder of paragraph 5(4), shall be calculated:

- (a) in respect of the Initial Period, on the basis of the Licensee's best estimate of the Reporting Data for the Initial Period; and
- (b) in respect of the next full Tariff Year or Tariff Half-Year, as the case may be, on the basis of the Licensee's best estimate of the Reporting Data for that Tariff Year or Tariff Half-Year, as the case may be, calculated by making a proportionate adjustment to the Reporting Data for the Initial Period and, in respect of Biannually-Reporting Licensees, taking into account seasonal fluctuations.

- (6) After the Report for a Reporting Period (i.e. the previous Tariff Half-Year or Tariff Year, as applicable) is received by *PRS for Music* in accordance with paragraph 4, if the amount paid pursuant to paragraphs 5(4) or 5(5) in respect of that Reporting Period reflects:
- (a) an underpayment, then the balance shall be added to the invoice in respect of the then current Tariff Year (or invoiced separately if the Licensee has terminated the licence to which this tariff relates) and fully paid-up by the Licensee; or
  - (b) an overpayment, then the balance shall be credited by *PRS for Music* in the invoice in respect of the then current Tariff Year (or refunded separately if the Licensee has terminated the licence to which this tariff relates),

in each case the balance being calculated on the basis of the actual royalty calculated pursuant to this paragraph 5 for that Reporting Period, based on Reporting Data provided to *PRS for Music* under paragraph 4, when compared against the payment on account made in accordance with paragraph 5(4) or 5(5) above.

- (7) The minimum royalty per Cinema Site in each Tariff Year in respect of Films shall be not less than £75 multiplied by the number of screens at that Cinema Site.

**(8) Prompt Payment Discount:** On the condition that:

- (a) the Report(s) from the Licensee are submitted on time in accordance with paragraph 4 above; and
- (b) the advance payment on account due to *PRS for Music* pursuant to paragraphs 5(4) and 5(5) is paid by the Licensee on or before either: (i) 31<sup>st</sup> January or 31<sup>st</sup> July, as applicable; or (ii) 3 days after *PRS For Music* issues an invoice in respect of such advance payment on account, whichever is later,

the Licensee shall be entitled to a prompt payment discount in respect of the royalty otherwise due under this paragraph 5, as set out in the table below in respect of the applicable Tariff Year or Tariff Half-Year. Such prompt payment discount shall be deducted from both the payment on account under paragraphs 5(4) and 5(5) and on any additional payment or credit due under this paragraph 5.

Tariff Year	Tariff Half-Year	% Discount
N/A	1 <sup>st</sup> July 2024 to 31 <sup>st</sup> December 2024	3%
1 <sup>st</sup> January 2025 to 31 <sup>st</sup> December 2025	1 <sup>st</sup> January 2025 to 30 <sup>th</sup> June 2025	2%
	1 <sup>st</sup> July 2025 to 31 <sup>st</sup> December 2025	

1 <sup>st</sup> January 2026 to 31 <sup>st</sup> December 2026	1 <sup>st</sup> January 2026 to 30 <sup>th</sup> June 2026	1%
	1 <sup>st</sup> July 2026 to 31 <sup>st</sup> December 2026	

For the avoidance of doubt, the prompt payment discount set out in paragraph 5(8) above will not be available from 1<sup>st</sup> January 2027.

## 6. Annual royalties – Cinematic Presentations of Live Music Events

- (1) The royalty payable by a Licensee in respect of Cinematic Presentations of Live Music Events for each Tariff Year or Tariff Half-Year, as the case may be, associated with this tariff shall be calculated by reference to the following monetary rates per Actual Admission:

Rates per Actual Admission	
<b>Actual Admission with Booking Fees</b> (reflecting a Booking Fee uplift of 0.80 pence):	42.45 pence
<b>Actual Admission without Booking Fees:</b>	41.65 pence

- (2) These rates will not be subject to any payment on account, any prompt payment discounts, nor any low admissions discounts and will not be subject to any minimum charge, including those set out in paragraphs 5(3) - 5(8), inclusive.
- (3) *PRS for Music* reserves the right to approach the Licensee during any Tariff Year to require a declaration of Actual Admissions (and any applicable Booking Fees) from any Cinematic Presentation of Live Music Event(s) and to require the Licensee both to pay *PRS for Music's* invoice in relation to Cinematic Presentations of Live Music Event(s) within 30 days of the date of the invoice and to supply details of *PRS for Music's* repertoire used.

## 7. Applications for licences

- (1) Applicants for a licence to which this tariff applies are required to give *PRS for Music* such information on *PRS for Music's* appropriate form as may be reasonably necessary to enable *PRS for Music* to decide whether the tariff is applicable. *PRS for Music* shall not unreasonably withhold the grant of a licence to an applicant who requires a licence for the Performance of *PRS for Music's* repertoire given in the course of, or in connection with, the exhibition of Films or other musical Performances and falling within this tariff.
- (2) *PRS for Music* is not bound to offer a licence or permit to which this tariff would otherwise apply in respect of any Performance(s) unless an application has been made in advance of the relevant Performance(s).

## 8. Inflation adjustment

- (1) Every Tariff Year, with effect from 1<sup>st</sup> January, the monetary sums in this tariff will be adjusted for inflation. The adjustment will apply to the rates applicable to the previous Tariff Year, and will be made in line with the Consumer Prices Index inflation rate (to the nearest two-decimal places of a whole percentage point, unadjusted, as published by the Office for National Statistics) in the preceding Tariff Year to the previous August.
- (2) After the application of any adjustment set out in paragraph 8(1) above, the monetary sums in this tariff will be rounded to the nearest two-decimal places of a penny.

## 9. Value Added Tax

Every Licensee under *PRS for Music's* tariffs will pay to *PRS for Music* in addition to the royalty due, a sum in respect of Value Added Tax calculated at the relevant rate on the royalty payable.

## 10. Definitions

- (1) **Actual Admission(s)** means all individuals admitted to the cinema screen(s) of the Licensee during the relevant Reporting Period in connection with any exhibition of Films and/or Cinematic Presentations of Live Music Events to which this tariff applies, whether or not the admission of said individuals is paid or unpaid, including where admission is by complimentary tickets (including via staff passes, loyalty cards and any other promotions or offers) and/or by advertising or advertisers' tokens or vouchers in lieu of cash or otherwise paid for in money's worth, but excluding any admission by a complimentary ticket issued to an individual who is validly accompanying a CEA Card-holder in accordance with the UKCA's CEA Card scheme, as in force from time to time.
- (2) **Affiliate** means a Licensee's parent, subsidiary, group companies (including other subsidiaries of parents) including any entity in which the Licensee has directly or indirectly any share of ownership and/or control.
- (3) **Annually-Reporting Licensee** means a Licensee which must, from 1<sup>st</sup> January 2025, provide the Report required under paragraph 4 in respect of the preceding Tariff Year (either as a consequence of having elected to provide reporting on the basis of the preceding Tariff Year or having not made any election).
- (4) **Biannually-Reporting Licensee** means (i) any Licensee in respect of 1<sup>st</sup> July 2024 – 31<sup>st</sup> December 2024; and (ii) a Licensee which has elected, from 1<sup>st</sup> January 2025, to provide the Report required under paragraph 4 in respect of the preceding Tariff Half-Year.
- (5) **Booking Fee(s)** means any booking, administration, service, handling or like fees and charges, whether charged to the consumer by the Licensee or an Affiliate, or by any third party engaged by the Licensee.
- (6) **Cinema** has the meaning given to it in paragraph 1 above.
- (7) **Cinema Site** means the premises or site of a Cinema with one or more screens operated by the Licensee.

- (8) **Cinematic Presentation of Live Music Event** means the public screening of a live music event including Simulcast music events, except where such content has been extensively edited with other content.
- (9) **Film(s)** means any exhibition of moving pictures including any Simulcast but excluding any Cinematic Presentations of Live Music Events.
- (10) **Initial Period** means the initial licence period to the end of either the Tariff Year (for Annually-Reporting Licensees) or the Tariff Half-Year (for Biannually-Reporting Licensees) following an opening or re-opening of a New Cinema.
- (11) **Licensee** means the company or persons to whom *PRS for Music's* licence is granted under this tariff.
- (12) **New Cinema** means a new Cinema, a Cinema that has been re-opened after a closure, or the part of an existing Cinema which has been newly opened following an expansion of said existing Cinema.
- (13) **Performance** means, in relation to *PRS for Music's* repertoire, the performance in public of that *PRS for Music* repertoire, and references to "**Perform**" shall be construed accordingly.
- (14) **PRS for Music** is the trading name of the Performing Right Society Limited.
- (15) **PRS for Music's repertoire** means all and any musical works (including any words associated therewith), the rights of Performance and communication to the public and to authorise the same are from time to time controlled by *PRS for Music* or by any of the societies in other countries with which *PRS for Music* is affiliated.
- (16) **Report** and **Reporting Data** have the meanings given to them in paragraph 4(2) above.
- (17) **Reporting Period** means either a Tariff Half-Year or a Tariff Year, as applicable dependant on the Licensee's election under paragraph 4(1) above and as further described in paragraphs 4(3) and 4(4) above.
- (18) **Simulcast** means the public screening in a Cinema (as distinct from the separate act of transmission) of a live event, including a sporting events or theatrical show, taking place at a remote location and relayed to the cinema for simultaneous exhibition.
- (19) **Tariff Half-Year** means either the period commencing the 1<sup>st</sup> January in any relevant year and ending on the 30<sup>th</sup> June in the same year, or the period commencing the 1<sup>st</sup> July in any relevant year and ending on the 31<sup>st</sup> December in the same year, as the case may be.
- (20) **Tariff Year** means the period commencing the 1<sup>st</sup> January in any relevant year and ending on the 31<sup>st</sup> December in the same year.
- (21) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

**2024.07 edition**