

# MCPS COMMERCIAL PLAYLISTING LICENCE: TERMS AND CONDITIONS



These terms relate to the paid-for MCPS Commercial Playlisting Licence supplied to you by the Mechanical Copyright Protection Society Limited through our service provider, PRS for Music, via their website, [prsformusic.com](https://www.prsformusic.com). These terms should be read in conjunction with the Website Terms & Conditions and the Privacy Policy (<https://www.prsformusic.com/privacy>) 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.

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

**“Copy”** means a single copy of a Repertoire Work made pursuant to clause 2.1 of this Agreement. For the avoidance of doubt, each copy of each track or song comprising a Repertoire Work on any given format is a separate single Copy notwithstanding whether such separate tracks or songs are presented as “one” track.

**“Data Protection Laws”** means all applicable laws relating to the processing of personal data and privacy including but not limited to the United Kingdom General Data Protection Regulation (“**UK GDPR**”) as amended, superseded or replaced from time to time; and **“processing”** (including **“process”** and **“processed”**), **“personal data”** and **“controller”** shall have the meaning set out in the UK GDPR.

**“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 on the PRS for Music website ([www.prsformusic.com](https://www.prsformusic.com)) from time to time and payable in accordance with paragraph 5 below.

**“Licensee”** means the person whose Application Form has been approved by MCPS and who has paid the Licence Fee in accordance with paragraph 5 below, also referred to as “you”.

**“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

MCPS' various members, foreign societies and the foreign society members. MCPS 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.

**"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.

**"Privacy Policy"** means the *PRS for Music* Privacy Policy as amended from time-to-time, which includes details of how the Operating Entities (as defined in clause 7.3 below) process personal data, which can be viewed via *PRS for Music's* website at <https://www.prsformusic.com/privacy>.

**"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).

**"Purpose"** means the public performance of Repertoire Works by the Licensee for the purpose of providing background music or similar within the commercial business premises in the United Kingdom as set out in the Application Form during the Term. For the avoidance of doubt, a separate licence shall be required in respect of each separate commercial business premises of the Licensee.

**"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](https://www.prsformusic.com)

## 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 for the sole purpose of you providing the Service, providing that such Repertoire Works have been legally obtained by you from a licensed source.

2.2 This Licence does not cover the public performance of Repertoire Works. A separate public performance licence is required from PPLPRS for this activity.

2.3 The number of Copies made by you under this Agreement during the Term shall not exceed the number of copies of songs stated to be required by you in

your Application Form. Any additional copies made shall not be licensed under this Agreement.

2.4 Our order process allows you to check and amend any errors before submitting your Application Form. Please check the Application Form carefully before confirming it. You are responsible for ensuring that your Application Form is complete and accurate.

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 reasonably 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 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 by these terms and conditions, this Licence does not license the copying of audio-visual material.

3.3 This Licence only covers the limited copying of Repertoire Works 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, 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.

### **4. EXCLUSIONS**

4.1 This Licence will not cover the following:

- (a) the distribution sale, hire, loan and/or sharing in any way of Repertoire Works 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 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;
- (m) incorporating a Repertoire Work into any toys, games, novelty products or similar products; or
- (n) copying any Repertoire Works that infringe the moral rights of the composer of that Repertoire Work.

4.2 This Licence covers the copying of Repertoire Works for use by you for the Purpose but, for the avoidance of doubt does not license such use in respect of:

- (a) the public performance, communication to the public or any other transmission of whatsoever nature of any Repertoire Works; and
- (b) copying any Repertoire Works 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 of the Licence Fee 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 Licence Fees are expressed exclusive of any VAT payable unless otherwise stated.

5.3 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.

5.4 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 amount you have paid in connection with your Application Form.

## **6. WARRANTIES AND LIABILITY**

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

## **7. DATA PROTECTION**

7.1 We process personal data in connection with your Licence as a controller. When we process personal data in connection with your Licence, we will do so in accordance with our obligations under Data Protection Laws.

7.2 You agree that you will only provide us with personal data that we request or otherwise require in connection with your Licence. We will not be responsible if you provide us with additional personal data that we do not request or otherwise require in connection with your Licence. You will comply with your obligations under Data Protection Law when providing us with personal data in connection with your Licence, including but not limited to ensuring that you provide data subjects with appropriate transparency information including information about how and why their personal data will be shared with the Operating Entities in connection with your Licence.

7.3 We process personal data in connection with the administration of your Licence and enforcing our rights. We share personal data with the Performing Right Society Limited and PRS for Music Limited to enable them to facilitate and manage your Licence, enforce our rights and for product development purposes. MCPS, the Performing Right Society Limited and PRS for Music Limited are referred to together as the "**Operating Entities**". The personal data processed by the Operating Entities in connection with your Licence includes names and contact details (for example, a postal or email address and/or telephone number), licensing details and payment information. The Operating Entities receive personal data relating to you and/or your Licence directly from you, from each other and from PPL PRS Limited (TheMusicLicence). Personal data relating to your Licence may be shared with PPL PRS Limited to enable PPL PRS Limited to administer and enforce copyright licences, and to contact you directly to ensure that you hold the required PPL PRS licence(s). The Operating Entities and PPL PRS Limited may also contact you from time to time with information about other products, services and licences which you may be interested in or need. The Privacy Policy provides more information about how the Operating Entities collect, use and share personal data including the rights that individuals have in relation to their personal data and how to exercise them.

7.4 If you have any queries relating to how personal data is processed in connection with your Licence, including, where you are an individual, if you wish to exercise your rights, you can contact [dataprotection@prsformusic.com](mailto:dataprotection@prsformusic.com) or write to: Data Protection Legal Team, PRS for Music, Goldings House, 2 Hay's Lane, London, SE1 2HB.

## **8. CANCELLATION AND TERMINATION**

8.1 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.

8.3 Upon termination of the Licence for any reason, you must immediately cease to copy any Repertoire Works and destroy any copies of Repertoire Works created under this Licence.

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.

9.2 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.

9.3 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.

9.4 This Agreement shall not be modified or varied except by a written instrument signed by the parties hereto.

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.