



Performing Right Society Limited
Writer Share Assignment Policy

October 2024

POLICY: ASSIGNMENTS AND LETTERS OF DIRECTION WITH RESPECT TO THE PRS WRITER SHARE (THE “POLICY”)

A. INTRODUCTORY

1. Under Rule 2(g) of the Rules and Regulations of the Performing Right Society Limited (“**PRS**”) (the “**Rule**”), a member may by notice in writing to PRS (a “**Notice**”) direct PRS to pay any person named in such Notice (the “**Payee**” or “**P**”) the whole or a stated proportion of the total sums allocated to such member at any given distribution provided that such Notice does not specify a particular work and always provided that such Notice shall cease to be effective automatically upon the bankruptcy, liquidation or cessation of business of the member (which includes upon the death of a writer member).¹
2. The PRS Writer Share (as defined below) is a personal property right belonging to a writer member (“**W**”) and may, subject to any prohibitions on assignment in the relevant PRS writer member agreement between PRS and W (which incorporates the PRS Constitution, as defined below, and therefore the Rule), be assigned by W to a third party.
3. This Policy sets out (i) the position under the PRS Constitution (as defined below) relating to Notices and/or assignments (or purported assignments) of the PRS Writer Share (as defined below), in whole or in part, by PRS writer members and (ii) the rules and procedures that PRS will follow upon receipt of any such Notices and/or assignments (or purported assignments).

B. INTERPRETATION

4. In this Policy:

“**Effective Date**” means 26 July 2023.

“**Existing Work-Specific Notice**” means any Work-Specific Notice entered into before the Effective Date to which PRS has given effect or in respect of which, before the Effective Date, PRS had notified either W or P of its intention to give effect to its terms.

“**Full Repertoire**”, in relation to a Notice or an underlying assignment, means any Notice or underlying assignment which states that it applies to all Works written by W up to the date of the Notice or assignment, plus all future Works written by W during their membership of PRS.

“**Full Repertoire Direction**” has the meaning given to it in section 8 below.

¹ Note: Notwithstanding that any such Notices cease to take effect upon the death of W, where the Notice is supported by a valid underlying assignment, PRS may treat the underlying assignment as continuing to have effect – however, this will be dependent on various factors such as the scope of the assignment (whether full or work-specific), the ownership of the underlying reversionary interest in the performing right in respect of the relevant works, the rights of the deceased writer’s estate and admission of a PRS successor member.

“Full Repertoire Equitable Assignment” has the meaning given to it in section 10 below.

“Full Repertoire Legal Assignment” has the meaning given to it in section 9 below.

“Notice” means a notice given to PRS under the Rule (sometimes referred to as a “direction to pay” or “letter of direction”).

“PRS Articles” means the Articles of Association of the Performing Right Society Limited from time to time.

“PRS Constitution” means the PRS Memorandum, the PRS Articles, the PRS Rules, and any changes or additions made from time to time to those documents.

“PRS Memorandum” means the Memorandum of Association of the Performing Right Society Limited from time to time.

“PRS Rules” means the Rules and Regulations of the Performing Right Society Limited from time to time.

“PRS Writer Share” means the share of net revenues from time to time allocated by PRS for distribution to W or W’s Successor [Member] pursuant to the PRS Constitution from time to time in force in respect of W’s Works.

“Rule” means Rule 2(g) of the PRS Rules or any equivalent replacement provision thereunder.

“Successor” means any person eligible for PRS membership under Article 4(b) of the PRS Articles, or any equivalent replacement provision under the PRS Constitution; and **“Successor Member”** means any person who has been admitted to membership of PRS in their capacity as a Successor.

“Works” means the musical works and/or associated words of which W is the writer.

“Work-Specific Direction” has the meaning given to it in section 12 below.

“Work-Specific Assignment” has the meaning given to it in section 13 below.

“Work-Specific Notice” means either (i) a Work-Specific Direction; or (ii) a Notice relating to a Work-Specific Assignment, as applicable.

5. If a Notice or an underlying assignment is silent as to the Works concerned but simply references a direction to pay/assignment of “the writer’s share” (or equivalent language), PRS will assume that this applies to all Works written by W up to the date of the Notice or assignment, plus all future Works written by W during their membership of PRS, unless the parties expressly confirm otherwise.
6. Notwithstanding anything to the contrary in this policy, PRS will not give effect to:

6.1 any Notice or assignment if PRS is in the possession of evidence suggesting that W is not entitled to deal with the PRS Writer Share (or the part of the PRS Writer Share as applicable to the Notice or assignment), including but not limited to:

(a) where W has previously disposed of the PRS Writer Share (or the part of the PRS Writer Share as applicable to the Notice or assignment) under (i) any advance scheme with PRS, including under the Regulations for a Royalty Advance Scheme for writer members (“**the PRS Advance Regulations**”), as set out in the PRS Rules; or (ii) any other Notice or assignment with a third party that has already been implemented by PRS;² or

(b) where W’s PRS Writer Share (or part of the PRS Writer Share as applicable to the Notice or assignment) has vested by operation of law in a third party, including any Trustee in Bankruptcy; and

6.2 any assignment of which neither W nor the assignee has given PRS notice.

In such circumstances, PRS shall have no liability to W or P for any loss or damage suffered by reason of PRS refusing to give effect to any such Notice or assignment or for any sums paid to W after the assignment had taken effect between the parties but before notice of that assignment had been given to PRS.

C. FULL REPERTOIRE NOTICES AND ASSIGNMENTS

7. Under the Rule, W can direct PRS to pay the whole or stated proportion of the “the total sum allocated to [W] at any given distribution” relating to W’s Full Repertoire (i.e. the PRS Writer Share) to P, subject to the other conditions set out in the Rule.

8. Where PRS receives a Notice from W which directs PRS to pay the whole or stated proportion of the PRS Writer Share relating to W’s Full Repertoire to P and which Notice has not been issued pursuant to an underlying assignment of the PRS Writer Share (or the relevant part thereof) between W and P (a “**Full Repertoire Direction**”) –

8.1 subject to the other conditions set out in the Rule, PRS shall implement the Full Repertoire Direction under the Rule;

8.2 the Full Repertoire Direction shall be treated by PRS as revocable by W at any time (even where W has entered into an agreement with P not to revoke the Full Repertoire Direction, and even if the Full Repertoire Direction states that it is irrevocable); and

² Note: If the PRS Writer Share (or relevant part thereof) is the subject of a previous Full Repertoire Direction or Work-Specific Direction and PRS receives notice in writing from W revoking the previous Full Repertoire Direction or Work-Specific Direction, then PRS may give effect to a new Notice or assignment in accordance with the rules set out in this Policy.

8.3 the Full Repertoire Direction shall cease to be effective automatically upon the bankruptcy or cessation of the business of W (which includes the death of W).

9. Where PRS receives a Notice from W which directs PRS to pay the PRS Writer Share relating to W's Full Repertoire to P together with evidence that W has assigned to P the whole (i.e. 100%) of the PRS Writer Share relating to W's Full Repertoire, and the assignment satisfies the requirements to be a valid legal assignment (including being in writing, absolute and unconditional) (a "**Full Repertoire Legal Assignment**") –

9.1 PRS shall implement the Notice relating to the Full Repertoire Legal Assignment in accordance with its terms; and

9.2 the Notice relating to the Full Repertoire Legal Assignment shall be treated by PRS as irrevocable and P shall remain entitled to receive payments with respect to the PRS Writer Share notwithstanding any purported revocation by W of the Notice or other event (e.g. W's bankruptcy).³

10. Where PRS receives a Notice from W which directs PRS to pay the whole or stated proportion of the PRS Writer Share relating to W's Full Repertoire together with evidence that W has either: (i) assigned to P the whole of the PRS Writer Share relating to W's Full Repertoire, but the assignment does not satisfy the requirements to be a valid legal assignment (e.g. it is conditional or time-bound); or (ii) assigned to P a stated proportion (e.g. 50%) of the PRS Writer Share relating to W's Full Repertoire, which, in either case, satisfies the requirements to be a valid equitable assignment (a "**Full Repertoire Equitable Assignment**") –

10.1 PRS shall implement the Notice relating to the Full Repertoire Equitable Assignment in accordance with its terms; and

10.2 the Notice relating to the Full Repertoire Equitable Assignment shall be treated by PRS as irrevocable and P shall remain entitled to receive payments with respect to the PRS Writer Share notwithstanding any purported revocation by W of the Notice or other event (e.g. W's bankruptcy) unless there is an express provision in the underlying Full Repertoire Equitable Assignment stating that the assignment is revocable by W.⁴

D. WORK-SPECIFIC NOTICES AND ASSIGNMENTS

11. Under the Rule, PRS is not obliged to give effect to any direction by W to pay the whole or a stated proportion of distributions relating to any particular work to P. In this context, "any particular work" means anything less than Full Repertoire and, in relation to a Notice or a purported assignment,

³ Note: If PRS receives notice that the Notice/assignment has been set aside by a court on application from a Trustee in Bankruptcy, PRS will follow the court order and may decline to give effect to the Notice/assignment.

⁴ Note: If PRS receives notice that the Notice/assignment has been set aside by a court on application from a Trustee in Bankruptcy, PRS will follow the court order and may decline to give effect to the Notice/assignment.

means any Notice or purported assignment which, expressly or impliedly, excludes one or more Works written by W (including future Works). The effect of the Rule is to prohibit any assignment by W of the PRS Writer Share which is not a Full Repertoire Legal Assignment or Full Repertoire Equitable Assignment (as described in Part C (Full Repertoire Notices and Assignments) above).

12. If, notwithstanding the Rule, PRS receives a Notice which has not been made pursuant to any purported underlying assignment and which directs PRS to pay the whole or stated proportion of the PRS Writer Share relating to any particular Work or Works to P (i.e. anything less than Full Repertoire) (a “**Work-Specific Direction**”) –

12.1 PRS shall not be obliged to implement the Work-Specific Direction;

12.2 PRS may elect, at its absolute discretion, to implement the Work-Specific Direction;

12.3 if PRS does not elect, at its absolute discretion, to implement the Work-Specific Direction, PRS will advise W and P that the Work-Specific Direction has been rejected;

12.4 if PRS elects, at its absolute discretion, to implement the Work-Specific Direction, the Work-Specific Direction will be treated by PRS as revocable by W at any time (even where W has entered into an agreement with P not to revoke the Work-Specific Direction and even if the Work-Specific Direction states that it is irrevocable); and

12.5 the Work-Specific Direction shall cease to be effective automatically upon the bankruptcy or cessation of business of W (which includes the death of W).

13. If, notwithstanding the Rule, PRS receives a Notice which directs PRS to pay the whole or stated proportion of the PRS Writer Share relating to any particular Work or Works to P (i.e. anything less than Full Repertoire) and W has purported to assign to P the whole of or a stated part of the PRS Writer Share relating to anything less than Full Repertoire, notwithstanding the prohibition on doing so under the Rule (a “**Work-Specific Assignment**”) –

13.1 PRS shall not be obliged to implement the Notice relating to the Work-Specific Assignment and, unless the prohibition under the Rule is waived by PRS, the purported assignment shall be invalid in accordance with the Rule.

13.2 PRS shall waive the prohibition on Work-Specific Assignments under the Rule provided that:

(a) all of the conditions set out in section 14 of this Policy are met; and

(b) the underlying assignment satisfies the requirements to be a valid equitable assignment.

Where this waiver applies, PRS shall confirm this to W and P in writing and shall then implement the Notice relating to the Work-Specific Assignment in accordance with its terms.

13.3 Notwithstanding section 13.2 above, if one or more of the conditions set out in section 14 of this Policy are not met, PRS may nevertheless elect, at its absolute discretion, to waive the prohibition on Work-Specific Assignment under the Rule provided that:

(a) PRS management has approved the discretionary waiver and implementation of the Notice relating to the Work-Specific Assignment (such approval to be provided from any two of the Chief Operating Officer, the Chief Financial Officer, the Chief Executive Officer and/or the General Counsel); and

(b) the underlying assignment satisfies the requirements to be a valid equitable assignment.

If PRS, at its absolute discretion, elects to waive the prohibition on Work-Specific Assignment, PRS shall notify W and P in writing that the discretionary waiver is applied and shall then implement the Notice relating to the Work-Specific Assignment in accordance with its terms.

13.4 If (i) there is no waiver of the prohibition on Work-Specific Assignments pursuant to section 13.2, and (ii) PRS does not elect, at its absolute discretion, to waive the prohibition on Work-Specific Assignments pursuant to section 13.3, then PRS will advise W and P that the Work-Specific Assignment has been rejected, in which case the Work-Specific Assignment shall be considered invalid.

13.5 If there has been a waiver of the prohibition on Work-Specific Assignments under the Rule pursuant to section 13.2 or 13.3, once waived and implemented, the Notice relating to the Work-Specific Assignment shall be treated by PRS as irrevocable and P shall remain entitled to receive payments with respect to the PRS Writer Share notwithstanding any purported revocation by W of the Notice or other event (e.g. W's bankruptcy) unless there is an express provision in the underlying Work-Specific Assignment stating that it is revocable by W.

14. The prohibition on Work-Specific Assignments under the Rule shall be waived pursuant to section 13.2 above only where all of the following conditions are satisfied:

14.1 W specifically requests so by a written Notice, together with evidence of the underlying Work-Specific Assignment (or confirms the request if the Notice and/or underlying Work-Specific Assignment was provided to PRS by P);

14.2 W has obtained independent legal advice from a solicitor with expertise in the music industry on the effect of the Notice and underlying Work-Specific Assignment;

14.3 W acknowledges that PRS making payment to P on W's behalf pursuant to the Work-Specific Assignment discharges PRS's indebtedness to W with respect to the relevant Work(s);

- 14.4 P agrees in writing to pay such administration fee as PRS may elect to charge from time to time to cover its administration expenses in facilitating the Notice and underlying Work-Specific Assignment;
 - 14.5 the Notice and underlying Work-Specific Assignment do not relate solely to Works written by W under a commission or employment from P or P's connected parties;
 - 14.6 there are no other operational impediments to PRS implementing the Notice and Work-Specific Assignment;
 - 14.7 the Notice and Work-Specific Assignment do not relate to a single Work; and
 - 14.8 W's aggregate earnings in the 12 months immediately preceding W's provision of the Notice and Work-Specific Assignment (or confirmation of such) meet any financial threshold required by PRS from time to time applicable to Work-Specific Assignments.
15. The conditions set out in section 14 above may be updated by PRS from time to time and this policy shall be updated accordingly.

E. WORKS WRITTEN BY W IN THE COURSE OF EMPLOYMENT

16. Under Article 8(b) of the PRS Articles, no PRS member is permitted to enter into any contract to write or compose any work for any person, whether as employer or otherwise, without inserting into such contract an express provision reserving to such PRS member the rights to be administered by PRS on behalf of the member.
17. Where PRS receives a Notice (including a Notice which has been made pursuant to an actual or purported assignment) which references an arrangement or agreement between W and a third-party employer (the "TPE") then, provided that the terms of W's contract of employment with the TPE comply with Article 8(b) of the PRS Articles, the rules in this Policy shall apply, including the condition stated in section 14.5 above.
18. Where PRS receives a Notice (including a Notice which has been made pursuant to an actual or purported assignment) which references an arrangement or agreement between W and a TPE and PRS is not provided with any evidence that the terms of W's contract of employment with the TPE contain an express provision reserving to W the rights to be administered by PRS on behalf of W then, notwithstanding the breach by W of Article 8(b) of the PRS Articles –
- 18.1 by operation of s.11(2) of the Copyright, Designs and Patents Act 1988, the TPE is the first owner of any copyright in the works written by W in the course of their employment;
 - 18.2 if the employer is not a PRS member –

- (a) the works referred to in section 18.1 above cannot form part of PRS's licensable repertoire and, moreover, PRS cannot collect royalties in respect of the use of such works; and
 - (b) (since PRS cannot, under its own rules, distribute royalties for works in which it does not own or control the performing right for licensing purposes), PRS is unable to recognise or implement such Notice or a Notice which has been made pursuant to an actual or purported assignment.
- 18.3 if the employer is a PRS member –
- (a) the works referred to in section 18.1 form part of PRS's licensable repertoire and PRS can collect royalties in respect of the use of such works;
 - (b) PRS will divide the royalties received from its licensees for the use of the works between the employer (as the "Proprietor") and the employee in the latter's capacity as the writer of the work as per Rule 2(f) of the PRS Rules and section 14 of this Policy.

F. NOTICES AND ASSIGNMENTS WHICH PRE-DATE THIS POLICY

19. The prohibition under the Rule shall be deemed to have been waived in respect of any Existing Work-Specific Notices.

G. DISPUTES

20. In the event that, having followed the rules set out in this Policy, PRS receives notice of a Legal Claim (as defined below) relating to a Dispute from or on behalf of (i) P, or (ii) W, or (iii) W's personal representative(s), PRS will:

- 20.1 notify the other party that it has received a Legal Claim;
- 20.2 suspend payment of the part of the PRS Writer Share which is the subject of the Dispute;
- 20.3 notify both parties that the suspense procedure has been implemented;
- 20.4 continue to operate the suspense procedure until the Dispute has been resolved directly between the parties (in accordance with section 21.4 below);
- 20.5 with effect from the suspension date, send royalty accounting details relating to the suspended part of the PRS Writer Share to both parties on request. Copies of royalty accountings sent to one party prior to the date on which the suspense procedure was implemented will not be provided to the other party without the express consent of the party to whom such accountings were sent; and
- 20.6 upon resolution of the Dispute pursuant to section 21.4 below, PRS shall pay the PRS Writer Share, or the applicable part thereof, as set out in the Order, Award or Resolution Notice, as applicable (in each case as defined below) and the instructions provided pursuant to section 21.5.

21. In this Part G (Disputes):

21.1 “**Dispute**” means a dispute between P on the one hand and W or W’s personal representative(s) on the other relating to the whole or a stated proportion of the PRS Writer Share in respect of W’s Works.

21.2 “**Legal Claim**” means (i) a claim form has been issued in a UK court in accordance with Part 7 of the CPR by the claimant and has been served upon the defendant, and particulars of claim (as referred to in Part 7 of the CPR) have been served upon the defendant, or (ii) the claimant and respondent have agreed to refer the dispute to arbitration (and a notice of arbitration or request for arbitration (as applicable) has been served by the claimant upon the respondent).

21.3 A Legal Claim shall be deemed to have been notified to PRS when either (i) a copy of the claim form and particulars of claim as issued and served by or on behalf of the claimant has been received by PRS, or (ii) a copy of a written agreement to arbitrate the dispute signed by or on behalf of both parties has been received by PRS, as applicable.

21.4 Subject to section 21.6, a Dispute shall be considered resolved in the following circumstances:

(a) either (i) PRS receives a certified copy of an order of a UK court or an arbitral award, as applicable, finally disposing of the Dispute (an “**Order**” or “**Award**” as applicable); or (ii) PRS is notified that the Dispute has been settled and of the person or persons to whom the PRS Writer Share, or the applicable part thereof, should be paid (“**Resolution Notice**”); and

(b) the requirements in section 21.5 have been satisfied.

21.5 All parties to the Dispute shall ensure that they provide PRS for Music with clear written instructions as to how the PRS Writer Share, or the applicable part thereof, should be paid. This instruction should detail royalties held in suspense and future royalties. PRS shall be entitled to such other information, notification or clarification as they may reasonably require to implement the parties’ instructions.

21.6 Where any Order, Award or Resolution Notice would be impractical for PRS to operate or is ambiguous or otherwise unclear, or does not comply with the PRS Constitution or PRS’s practices or procedures, PRS will notify the parties of the problem. Upon PRS giving notice under this section 21.6, the parties must use their best endeavours to resolve the problem, and if necessary, to apply for an appropriate amendment to be made to the relevant Order or Award (or agree an appropriate amendment to the relevant Resolution Notice). PRS shall be entitled to maintain in suspense any royalties held until the problem has been resolved.

21.7 Section 21 only applies where PRS is notified of a Legal Claim (as defined). If, having followed the rules set out in this Policy, PRS receives notice of a claim issued in a court outside of the UK from or on behalf of (i) P, or (ii) W or (iii) W’s personal representative(s), in either case relating to a dispute between P on the one hand and W or W’s personal representative(s) on the other relating to the whole or a stated proportion of the PRS Writer Share in respect of W’s Works, PRS is not obliged to implement the suspense procedure in respect of the disputed part of the PRS Writer Share. Where PRS receives an order made in a court outside of the UK, provided PRS received consent from all of the parties to its terms, PRS may act in accordance with that order. However if one of the parties contests the jurisdiction of the order and enforceability within the UK then PRS will require the recognition by a UK Court before it will act in accordance with that order.

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