

TheMusicLicence Terms and Conditions

1 Grant of Licence

- 1.1 We (as agent on behalf of PPL and PRS) grant You a non-exclusive licence for the Duration to Play and Perform the Music at or within the Premises in accordance with and subject to the Tariffs applicable from time to time, the Licence Document and these terms and conditions (including, without limitation, the exclusions set out in clause 20).
- 1.2 All rights not expressly granted by this Licence are reserved. This includes, without limitation, the right to make copies of the Music.

2 Terms of Agreement

- 2.1 This Agreement terminates and supersedes, with effect from the Licence Start Date, any prior agreement(s) between (i) You and (ii) PPL or PRS granting You a licence to Play or Perform Music at the Premises.
- 2.2 For the purposes of this Agreement:
 - (a) any cross-references in any applicable Tariff to any PPL/PRS General Terms Document should be treated as referring to these terms and conditions; and
 - (b) subject to (a) above, if any part of these terms and conditions conflicts with any part of an applicable Tariff, that part of that Tariff will take precedence over the conflicting part of these terms and conditions. The terms of the Tariffs from time to time in force can be found on Our website at www.pplprs.co.uk.

3 Duration

- 3.1 The Licence will start on the Licence Start Date and, except where the Licence is a Permit, will renew at the end of each Licence Year unless terminated in accordance with the provisions of clause 9 (Termination).
- 3.2 Where the Licence is a Permit, it will end on the Licence End Date, subject to the provisions of clauses 9.1 (Termination for material breach), 9.2 (Termination for insolvency), and 9.5 (Cancellation).

4 Payment of Royalty

- 4.1 You will pay the Royalty to Us in accordance with this Agreement.
- 4.2 The Royalty is calculated in accordance with the rates set out in the relevant Tariff(s) (as may change from time to time). The amount of Royalty may be affected by the Use Details as varied from time to time by any changes notified by You to Us or which otherwise come to Our attention, and other factors specifically set out in the relevant Tariff(s), including an inflation adjustment.
- 4.3 You will, following receipt of an invoice from Us and no later than the payment date specified on that invoice, pay that invoice together with Value Added Tax at the applicable rate, in respect of the Royalty due.

5 Use Details

Provision of Use Details by You

- 5.1 Where We conduct an annual (or other regular) review of Your Use Details, You will provide Us with the Use Details for the specified Royalty Period(s) within the time period requested by Us (which will be no less than 14 days from the date of the request) in order for Us to calculate the Royalty due.
- 5.2 You will also provide Us with Use Details at any other time upon receiving a request from Us, within the time period requested by Us (which will be no less than 14 days from the date of the request).
- 5.3 You warrant and represent that the Use Details You provide to Us (and any other Information You provide to Us) are complete and accurate.

Changes in Use Details

- 5.4 Where there is any change of the Use Details from those previously reported to Us (or otherwise used by Us to calculate the Royalty due in the relevant Royalty Period and communicated to You), You will provide Us with the changed Use Details in advance of the change or, if this is not practicable, within 14 days of the change. Our contact details can be found at www.pplprs.co.uk.
- 5.5 In the case of changes in Use Details as referred to in clause 5.4 above, the following will apply:
 - (a) if the result of the change is that the Royalty payable for the Royalty Period in which the change occurs increases, You will pay the additional sum to Us following receipt of an invoice from Us for that sum, no later than the payment date specified on that invoice; or
 - (b) if the result of the change is that the Royalty payable for the Royalty Period in which the change occurs decreases, the amount of the reduction (which will be calculated from the date You notify Us of the change in Use Details or, if the decrease is as a result of the disposal of Premises the date the disposal took place), will be credited against any Royalty due for that Royalty Period. If no such Royalty is payable, any decrease will be credited against any Royalty due for the following Royalty Period.

Non-provision of Use Details

- 5.6 If:
 - (a) You do not notify Us of the Use Details for a given Royalty Period within the time period set out in clause 5.1 or 5.2; or
 - (b) We discover that the Use Details for a given Royalty Period are incorrect or have changed, and You do not provide Us with the correct or changed Use Details within the time period set out in clause 5.4,

then, without prejudice to Our right of termination under clause 9, We reserve the right to estimate the Use Details for that Royalty Period (based on the Use Details for a previous Royalty Period and/or any other relevant information of which We are aware) and to raise an invoice for a sum calculated on the basis of that estimate (which sum will be payable on account of the Royalty for the Royalty Period to which the invoice relates).

Use Details Records

- 5.7 If one or more of the Tariffs applicable to Your Licence is based on Use Details that comprise revenue figures, number of events, attendance figures, staff numbers or other accounting information, You agree to keep sufficient records of those Use Details ('Use Details Records') to enable those Use Details to be checked at a later date in accordance with the terms of this Agreement.
- 5.8 Where clause 5.7 applies, You agree to keep Use Details Records for each Licence Year to which it applies, and retain them for six years after the end of that Licence Year (the "Retention Period"). If the Agreement is terminated before the end of the Retention Period, you must retain Use Details Records until the earlier of (i) the date falling two years after the date of termination, and (ii) the end of the Retention Period.

6 Changes to Tariffs

- 6.1 The Tariffs may from time to time be varied by PPL or PRS (as applicable) or by order of the Copyright Tribunal. In either case, We will notify You as soon as reasonably practicable of any variation made to Tariffs affecting the amount of Your Royalty.
- 6.2 The change in the amount of any Royalty resulting from a variation of the Tariffs will take effect from the beginning of Your next Royalty Period covered by the affected Tariff, unless the variation is the result of a Copyright Tribunal order which states the date on which the change is to become effective, in which case that date will be the effective date. Where a Copyright Tribunal order sets an effective date that is earlier than the date of the order, any adjustment to the Royalty payable by You will take effect in accordance with clause 5.5.

7 Rights of Entry and Inspection

- 7.1 You agree to grant permission to Us, as well as Our duly-authorized representatives, to enter and inspect the Premises during business or opening hours for the purposes of checking the Use Details and/or (where reasonable to do so) otherwise checking Your compliance with this Agreement. Without affecting our rights under this Agreement, where we carry out an inspection pursuant to this clause, we will do so in accordance with our obligations under Our Code of Conduct.
- 7.2 You agree to provide Us (and Our duly-authorized representatives) with all reasonable assistance that We (or those representatives) may reasonably require in connection with the exercise of Our rights under this clause 7 (including, where relevant, permitting and enabling inspection of Use Details Records in accordance with clause 7.3).
- 7.3 For the avoidance of doubt, if any information We reasonably require to check the Use Details under this clause 7 is contained in Use Details Records, our rights under clause 7.1 and 7.2 include access to those Use Details Records. Where those Use Details Records are not kept at, or are not immediately accessible upon entry to, the Premises (or We reasonably believe that to be the case), You agree to permit and enable such access within 14 days of Our request, at the location where those Use Details Records are kept, unless We agree an alternative time period and/or location with You. We will only inspect Your Use Details Records (and, to the extent that it is relevant to Your Licence, will only make use of the information comprised in them) in relation to Your Licence.

8 Music Reporting

- 8.1 If any Live Tariff is applicable to Your Licence:
 - (a) You will send or submit to Us, immediately after a Live Event or Festival covered by Your Licence, set list information detailing the Music Played and Performed at that Live Event or Festival and any other information We reasonably require in the form We reasonably request it (including through PRS's 'Live Concert Service'). You will send or submit this information using the contact details or platform provided by us, which unless otherwise specified shall be by email to LiveMusic@pplprs.co.uk;
 - (b) You also agree to issue to any of Our duly-authorized representatives backstage passes to any Live Event or Festival covered by Your Licence under a Live Tariff, to enable those representatives to obtain information relating to the Music performed at that Live Event or Festival. Please note, exercise of this right of entry will not amount to a waiver by Us of Our rights or release of You from Your obligations under clause 8.1(a).

9 Termination

Termination for material breach

- 9.1 We may terminate this Agreement immediately on giving You written notice if You commit a material breach of any term of this Agreement which cannot be fixed or, if it can be fixed, You do not fix the breach within fourteen days of being notified in writing to do so. For the avoidance of doubt, but without limitation, any breach by You of clauses 4 (Payment of royalty), 5 (Use Details), and/or 7 (Rights of entry and inspection) is deemed a material breach.

Termination for insolvency

- 9.2 We may terminate this Agreement immediately on giving written notice if:
- (a) in the case of an individual, You become bankrupt or make an arrangement with Your creditors or cease to carry on business; or
 - (b) in the case of a company or other body corporate, You:
 - (i) go into receivership, administration or any resolution is passed for Your winding-up, (other than for the purposes of reconstruction or amalgamation) or;
 - (ii) are dissolved or struck off the Companies Register; or
 - (iii) make an arrangement with Your creditors or cease to carry on business; or
 - (c) in the case of a partnership or other unincorporated association, You make any arrangement with Your creditors or cease to carry on the business or activities for which You were established; or
 - (d) You are subject to any event which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (a) to (c) above; or
 - (e) You otherwise become unable to pay Your debts.

Termination for convenience

- 9.3 Both We and You may terminate this Agreement for convenience, with effect from the end of a Licence Year, on giving to the other at least one month's written notice prior to the end of that Licence Year.

Termination by You in response to variation

- 9.4 If We notify You under clause 15 of a variation of these terms and conditions, You may terminate this Agreement by giving Us written notice, provided that such notice is given no later than 30 days after the date on which We notify You of the variation. In such case, termination shall take effect on the day before the date on which the variation to these terms and conditions comes into effect. For the avoidance of doubt, this clause 9.4 does not apply to variations of Tariffs which are governed by clause 6.

Cancellation

- 9.5 Provided that You have not Played or Performed Music under this Agreement, You may terminate this Agreement with immediate effect upon giving Us written notice within 14 days of the Agreement Date. If you have validly terminated this Agreement in accordance with this clause 9.5, We will refund to You any Royalty paid to Us pursuant to this Agreement.

Notice of Termination

- 9.6 Any notice served by or on behalf of You or Us under this clause 9 must be given in accordance with clause 11.

Effect of Termination

- 9.7 Upon termination, Your Licence will immediately end and You will immediately pay to Us all sums due and outstanding under this Agreement. The termination of this Agreement (regardless of how termination has been caused) is without prejudice to any right arising under or by virtue of this Agreement accrued prior to the date of termination, and any other right We (and/or Our Affiliates) may have in law, in respect of Your previous or continuing Playing or Performing of the Music.

10 Data Protection – how We may use Your Information

- 10.1 This clause 10 explains how We may process Information relating to You (and possibly to other individuals associated with You, such as Your employees) that We obtain in relation to this Agreement. To view Our full privacy notice, which contains more details about how We may process Information, please visit www.pplprs.co.uk.
- 10.2 For the purpose of the Data Protection Laws, PPL PRS Limited is the controller of personal data contained in the Information and may be contacted at DataProtection@pplprs.co.uk.
- 10.3 We may collect Information relating to You or other individuals in connection with this Agreement, or when You or they contact Us (whether by post, email or by telephone). That Information may include an individual's name, contact details (for example, a postal or email address and/or telephone number) and/or payment information (for example a record of whether payment was made by direct bank transfer, or by credit/debit card).
- 10.4 We may use the Information for the purposes of:
- (a) issuing and administering copyright licences;
 - (b) enforcing Our rights (and the rights of Our Affiliates and their members), including establishing whether further copyright licences are required to be held and related administration and/or enforcement activities;
 - (c) administering Your and Our Affiliates' relationships with Us including, for example, this Agreement, any future agreements, licensing matters and enquiries; and
 - (d) research and analysis including use of Our and/or Affiliate services, enforcement and analysis of the types of organisations and entities that hold or should potentially hold relevant copyright licences.
- 10.5 We may provide the Information to:
- (a) Our Affiliates, subcontractors and/or agents appointed in connection with the matters set out in 10.4(a) to (d) above; and
 - (b) law enforcement or regulatory 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.
- 10.6 We only collect Information for the specific purposes set out at clause 10.4 and the purposes set out in Our privacy notice. For the purpose of the Data Protection Laws, the legal bases on which We process Information are that the processing is necessary (a) for the performance of this Agreement, or (b) for the purpose of Our legitimate interest in administering copyright licensing, including facilitating the obtaining and maintaining of a valid copyright licence, or as stated in Our privacy notice. We will only retain Information for as long as is necessary to fulfil these purposes, and for legal and regulatory compliance.

11 Notices

- 11.1 Any notice given or required to be given by or on behalf of a party under this Agreement must be in writing and given by means of any of the methods set out below:
- (a) on Us, personally or by registered post at Our registered office, or using the contact details for written electronic communications provided by Us at pplprs.co.uk/contact; or
 - (b) on You, personally or by post at any address, or by email to any contact email address, that You have provided in connection with this Agreement; or
 - (c) by any other method and using any other contact details that either party (the "receiving party") may provide to the other in accordance with the provisions of this clause as a method or contact details for giving notices to the receiving party.
- 11.2 Provided that it is given validly in accordance with clause 11.1, the timing of when a notice will be considered to be given is as follows:
- (a) if delivered personally, at the time and date of delivery;
 - (b) if by ordinary post: (i) first class post, 1 business day after posting; or (ii) second class post, 3 business days after posting;
 - (c) if by registered post, at the time and date of delivery (subject to proof of delivery); or
 - (d) if by written electronic communication (including email): (i) on Us, at the time and date of transmission (subject to written acknowledgement of receipt of such transmission by Us); or (ii) on You, at the time and date of transmission (provided that no technical delivery failure notice is then received by the sending party).
- 11.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12 Waiver

No failure or delay by Us in exercising any right or remedy (including any partial exercise of such right or remedy) provided under this Agreement or by law will constitute or be construed as a waiver by Us of that or any other right or remedy. In addition, it will not restrict the further exercise of that or any other right or remedy unless otherwise agreed by Us in writing.

13 Invalidity

If at any time any provision or part-provision of this Agreement is or becomes or is held by any court of competent jurisdiction to be illegal, invalid or unenforceable in any respect, such provision or part-provision will be severed and the remainder of the provisions of this Agreement will continue in full force and effect.

14 Entire Agreement

- 14.1 Subject to clause 14.2, this Agreement sets out the entire agreement of the parties relating to its subject matter and supersedes and extinguishes all prior agreements and pre-Agreement statements between the parties. A 'pre-Agreement statement' means any undertaking, representation, warranty, promise, assurance or arrangement of whatever nature made or given (whether in writing or orally) by a party to the Agreement or any other person at any time prior to the Agreement Date.
- 14.2 In relation to any pre-Agreement statement, the provisions of clause 14.1 will not apply if and to the extent that the pre-Agreement statement was made fraudulently and induced the other party to enter into the Agreement.
- 14.3 Any terms and conditions proposed by You when applying for the Licence do not form part of this Agreement unless expressly agreed by Us in writing.

15 Variation

Without prejudice to the provisions of clause 6, We may from time to time vary the terms and conditions of this Agreement by giving notice to You, such variation to take effect not less than 28 days after the date of the notice.

16 No Assignment

This Agreement is personal to You. You may not assign or transfer the rights or obligations under this Agreement without Our prior written consent, the giving of which will be at Our absolute discretion.

17 Third Party Rights

Without prejudice to any rights of PPL and PRS, this Agreement does not create any right enforceable by any person not a party to it unless otherwise agreed by Us in writing.

18 Complaints

If You wish to make a complaint about Our dealings with You in connection with this Agreement, please refer to Our Code of Conduct (which includes details of Our Complaints Procedure). Our Code of Conduct can be found on Our website at www.pplprs.co.uk.

19 Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

20 Exclusions

The Licence granted under this Agreement does not cover or authorise any of the following:

Operas, musicals, ballets and other theatrical productions

- 20.1 the Performance of a Dramatico-musical Work or a Dramatic Excerpt (unless the Performance is given by means of a film made primarily to be shown to the public in cinemas or similar premises, or on the radio or television);
- 20.2 the Performance of Non-Dramatic Excerpt(s), where:
- the total duration of the excerpt(s) in the course of the same programme is 25 minutes or more; and/or
 - the excerpt(s) are an abridged version of the complete work; and/or
 - the excerpt(s) are or cover a complete act of the work;
- 20.3 the Performance of any Musical Work (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;
- 20.4 the Performance of any Musical Work adapted to dramatic form;
- 20.5 the Performance of the whole or any part of any music or associated words composed or used for a ballet if accompanied by a visual representation of that ballet or part of it, unless the Performance takes place in a film made primarily to be shown to the public in cinemas or similar premises or on the television;
- 20.6 the Performance of any Musical Work specially written for a sound and light production when Performed in or in conjunction with that production;

Alteration, derogatory use etc

- 20.7 the Performance of any Musical Work accompanied by words that are not published or otherwise associated with it by the relevant rights holder(s) of the Musical Work;
- 20.8 the Performance of any Music in any altered or re-arranged form that gives it a parodied or burlesque effect;
- 20.9 any Playing or Performance of Music which is likely to be derogatory or detrimental to any person whose performance, composition and/or copyright is contained in the Music, or which implies that such person or Music is endorsing or advertising any goods or services (whether Yours or those of any third party), or any third party organisations or individuals;
- 20.10 without limiting clause 20.9, any Playing or Performance of Music as an introduction to, during or otherwise closely connected with the presentation of any political announcement, including keynote speeches during political party conferences and campaigns (unless You have obtained in advance the written permission of all relevant rights holders); and

Other exclusions

- 20.11 any Playing or Performing any Music by means of recordings on any physical or digital storage media, if the making of such recordings infringed the copyright in that Music. It is Your responsibility to ensure that any physical or digital sources of Music that You use for the Playing or Performing of Music are legal and do not prohibit You from using Music for those purposes.

21 Permits

If Your Licence is a Permit, clauses 6 (Changes to Tariffs), 9.3 (Termination for convenience), 9.4 (Termination by You in response to variation), and 15 (Variation) do not apply.

22 Definitions

- 22.1 Reference to a clause is a reference to the equivalent numbered clause in these terms and conditions.
- 22.2 In this Agreement, unless the context otherwise requires:
- '*Affiliate*' means any collective management organisation (including for the avoidance of doubt PPL, VPL and PRS) or other rights holder that is represented by Us. For the purposes of clause 8 only, 'Affiliate' also includes MCPS;
 - '*Agreement*' means these terms and conditions, Your Licence Document and the applicable Tariff(s);
 - '*Agreement Date*' means the date this Agreement is entered into as set out in the Licence Document;
 - '*Data Protection Laws*' means the Data Protection Act 1998 and, from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679/EC) or any successor law enacted in England and Wales;
 - '*Dramatico-musical Work*' means an opera, operetta, musical play, revue or pantomime that consists of words and music written expressly for it (and 'Dramatic Excerpt' means an excerpt from a Dramatico-musical Work which is accompanied by any dramatic action whether danced, acted, or mimed (and/or through the use of costume, scenery or other visual effects) which gives it the impression of or otherwise portrays the writer's original concept of the work from which the excerpt is taken);
 - '*Duration*' means the duration of the Licence as set out in clause 3;
 - '*Festival*' means a series of Live Events running either at the same time or one after the other (whether or not in conjunction with other entertainments) held in one or more Live Event Venues in a single town or area;
 - '*Information*' means information (including personal data as defined in the Data Protection Laws) obtained in connection with this Agreement;
 - '*Licence*' means the licence described in clause 1;
 - '*Licence Document*' means the document issued by Us to You confirming that You have been granted the Licence and specifying the Agreement Date, Licence Start Date and (only if your Licence is a Permit) Licence End Date;
 - '*Licence End Date*' means the end date of Your Licence, if specified in Your Licence Document;
 - '*Licence Start Date*' means the start date of Your Licence as set out in Your Licence Document;
 - '*Licence Year*' means a year of the Licence beginning on the Agreement Date and on each subsequent anniversary of that date;
 - '*Live Event*' means a popular or classical concert, recital, dance party or other live entertainment with Music being Played or Performed regardless of whether there is an admission charge;
 - '*Live Event Venue*' means the venue and/or location whether temporary or permanent at which a Live Event takes place;
 - '*Live Tariff*' means any Tariff from time to time applicable to the licensing of Live Events and/or Festivals;
 - '*MCPS*' means Mechanical-Copyright Protection Society Limited, whose registered office is 2 Pancras Square, London, N1C 4AG;
 - '*Music*' means Musical Works, Sound Recordings and Music Videos;
 - '*Music Videos*' means all and any music videos in which the rights to perform in public and to authorise others to do the same are from time to time owned and/or controlled by VPL;
 - '*Musical Work(s)*' means all and any musical works, including any associated words, in which the rights to perform in public, to communicate to the public and to authorise others to do the same are from time to time owned and/or controlled by PRS;
 - '*Non-Dramatic Excerpt*' means an excerpt from a Dramatico-musical Work which is not a Dramatic Excerpt.
 - '*Perform*' means, in respect of a Musical Work:
 - to perform (and to authorise the performance of) that Musical Work in public; and
 - to the extent permitted under the Tariffs, to communicate to the public (and to authorise the communication to the public of) that Musical Work from within the Premises by means of a "music on hold" service or otherwise for reception only within the Premises;
 and references to 'Performed', 'Performance' and 'Performing' will be construed accordingly;
 - '*Permit*' means a Licence whose Duration has a specified Licence End Date in the relevant Licence Document.
 - '*Play*' means:
 - in respect of a Sound Recording or Music Video, to play or show (and to authorise the playing or showing of) that Sound Recording or Music Video in public and;
 - in respect of a Sound Recording only, and to the extent permitted under the Tariffs, to communicate to the public (and to authorise the communication to the public of) that Sound Recording from within the Premises by means of a "music on hold" service or otherwise for reception only within the Premises;
 and references to 'Played' and 'Playing' will be construed accordingly;
 - '*PPL*' means Phonographic Performance Limited whose registered office is 1 Upper James Street, London, W1F 9DE (and, in relation to the licensing of Music Videos under this Agreement, references to 'PPL' are to PPL acting on behalf of VPL);
 - '*PPL/PRS General Terms Document*' means any document issued by PPL or PRS setting out general (non-Tariff-specific) public performance licensing terms and conditions (including, without limitation, "PRS General Conditions Applicable to Tariffs and Licences" and "PPL's General Terms and Conditions for Public Performance Licences");
 - '*Premises*' means any premises which fall within the scope of any Tariff applicable to Your Playing or Performance of Music and which (i) are under Your ownership or control or (ii) are Relevant Third Party Premises;
 - '*PRS*' means Performing Right Society Limited whose registered office is 2 Pancras Square, London, N1C 4AG;
 - '*Relevant Third Party Premises*' means any premises which You do not own or control but at which You Play or Perform Music, save that Your Licence will only cover such premises in respect of the Music Played or Performed there by You or under Your control and to the extent that the owner or controller of such premises does not have a licence covering the Playing or Performance of that Music;
 - '*Royalty*' means the royalty under the relevant Tariff(s) which is payable by You in return for the Licence, exclusive of Value Added Tax;
 - '*Royalty Period*' means a period of the Licence in respect of which the Royalty is payable under this Agreement;
 - '*Sound Recordings*' means all and any sound recordings in which the rights to play in public, to communicate to the public and to authorise others to do the same are from time to time owned and/or controlled by PPL;
 - '*Tariff(s)*' means the PPL licensing schemes and PRS licensing schemes from time to time applicable to the Playing and Performing of the Music as licensed under this Agreement;
 - '*Use Details*' means the details required under the applicable Tariff(s), and other information as We may from time to time require (and in whatever form We reasonably request) for the purposes of calculating the Royalty;
 - '*Use Details Records*' has the meaning given in clause 5.7;
 - '*VPL*' means Video Performance Limited, whose registered office is 1 Upper James Street, London, W1F 9DE;
 - '*We*' means PPL PRS Limited whose registered office is Mercury Place, St. George Street, Leicester LE1 1QG, acting as agent on behalf of PPL and PRS in respect of clause 1.1 but otherwise acting on its own behalf in respect of the remainder of this Agreement. References to 'Our' and 'Us' will be construed accordingly; and
 - '*You*' means the person or entity named in Your Licence Document as "licensee" or "Licensee"; and references to 'Your' will be construed accordingly.