

UK PRS FOR MUSIC CHURCH LICENCE

CCLI advises that applicants for a PRS for Music Church Licence may also require a Phonographic Performance Licence (PPL), available from the Phonographic Performance Ltd, for music played or performed from professionally produced CDs, videos, cassettes etc. They can be contacted at: Phonographic Performance Ltd, 1 Upper St James Street, London W1R 3HG Tel : 0207 534 1030.

1. DEFINITIONS as used in this Agreement.

CCLI	The trading name of Christian Copyright Licensing (Europe) Ltd, the company appointed as agent by PRS or Music to administer the PRS for Music Church Licence.
Licence particulars	The particulars of the PRS for Music Church Licence set out in the Licence Certificate issued by CCLI.
Licence period	The period during which the Licence granted under Clause 2 is subsisting.
Premises	The address of the premises licensed, as shown on the CCLI Licence Certificate.
Renewal Date	The day immediately following the Expiry Date specified in the Licence Particulars and each subsequent anniversary thereof.
PRS/PRSfM	PRS for Music Limited, whose registered Head Office is 2 Pancras Square, London N1C 4AG.
PRS repertoire	All and any musical works, including any words associated therewith, in which the rights to perform in public and to authorise others to do the same in respect of the United Kingdom are at the time of any such act vested in PRS for Music.

2. LICENCE

2.1 CCLI, by its signature to the Licence Certificate, grants as agent for PRS the Licensee a licence subject to the terms and conditions below authorising the public performance of the PRS repertoire at the Premises.

3. BASIS OF ROYALTY AND REVISION OF TARIFFS

3.1 In consideration of the Licence hereby granted, the Licensee shall pay a fee calculated on an annual basis ("the Licence Fee") and in accordance with the PRS Church Licence scheme in force for the time being as applied to the circumstances in which the PRS

repertoire is publicly performed at the Premises during the period in which the licensing fee is payable ("the Particulars"). A copy of the PRS Church Licence fees and categories is available from CCLI on request.

- 3.2 CCLI shall notify the Licensee in advance of any revision made to the PRS Church Licence scheme affecting the amount of the Licence Fee by sending such notification to the Licensee's last known address.
- 3.3 The revision of any Licence Fee shall take effect from date on which the revised scheme becomes effective or the date of the change of the Particulars, but in any event not earlier than 30 days after CCLI notifies the Licensee of such revision.

4. NOTIFICATION OF PARTICULARS AND CHANGE OF ADDRESS

- 4.1 The Licensee shall, within 30 days of the date of change, notify CCLI of any change in the size, contact details, or address of its church, church hall, bookshop, conference centre, or other premises (as appropriate) to enable CCLI to calculate the Licence Fee.

5. PAYMENT OF ROYALTY

- 5.1 The Licensee shall in advance of the year, or where applicable, part year of the Licence Period to which it relates and upon receipt of CCLI's reminder notice pay to CCLI the Licence Fee together with Value Added Tax thereon as follows:
 - 5.1.1 for the year or part year of the Licence Period ending on the date immediately preceding the first Renewal Date, the Licensee shall pay the Licence fee or, where applicable, a pro-rated proportion thereof; and
 - 5.1.2 thereafter for each year of the Licence Period beginning on the first Renewal Date and each succeeding Renewal Date, the Licence Fee.

6. TERMINATION OR CANCELLATION

- 6.1 CCLI shall have the right to terminate this Licence if the Licensee is in breach of any of the terms and conditions of this Licence and, in the case of a remediable breach, if the Licensee shall have failed to remedy the same within 21 days after receipt of notice in writing from CCLI specifying such breach and requiring its remedy.
- 6.2 The Licensee shall have the right to terminate this Licence at any time upon 30 days written notice and the Licensee will be entitled to a refund of the licence fee as follows:
 - 6.2.1 If the notice requesting termination is received by CCLI:
 - 6.2.1.1 within a period of three months from the commencement of the Licence Period ("the initial period"), the Licensee shall receive a refund an amount equivalent to the Licence Fee less a handling charge of 25%.
 - 6.2.1.2 after the expiry of the initial period, the Licensee shall receive a refund equivalent to the Licence Fee pro-rated by reference to the unexpired portion of the licence period calculated in whole months from the date of termination less a handling charge of 25%.

7. EXCLUSIONS

The PRS Church Licence shall not extend to or authorise:

- 7.1 the performance of a dramatico-musical work whether staged or otherwise unless such performance is given by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a radio or television set used for the purpose of giving a public performance of broadcast programmes. A dramatico-musical work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly therefor;
- 7.2 the performance of a dramatic excerpt from a dramatico-musical work unless performed by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a radio or television set used for the purpose of giving a public performance of broadcast programmes. An excerpt will be deemed to be dramatic if it is accompanied by any dramatic action whether danced, acted, or mimed and thereby (and/or through the use of costume, scenery or other visual effects) gives a visual impression of or otherwise portrays the writer's original concept of the work from which the excerpt is taken;
- 7.3 the performance of a non-dramatic excerpt or excerpts from a dramatico-musical work, however performed:
 - 7.3.1 where the total duration of the excerpt or excerpts in the course of the same programme is 25 minutes or more and/or
 - 7.3.2 where the excerpt or excerpts are a potted version of the work and/or
 - 7.3.3 where the excerpt or excerpts are or cover a complete act of the work;
- 7.4 the performance of the whole or any part of any music or any words associated therewith composed or used for a ballet if accompanied by a visual representation of that ballet or part of it, unless the performance takes place by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a television set used for the purpose of giving a public performance of broadcast programmes;
- 7.5 the performance of any musical work specially written for a son-et-lumière production when performed in or in conjunction with that production;
- 7.6 the performance of any musical work (which is 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;
- 7.7 the performance of any musical work accompanied by words other than those published or otherwise associated with it by the copyright owner;
- 7.8 the performance of any work in any altered or re-arranged form with such costume or action as to produce parodied or burlesque effects;
- 7.9 the performance of any work adapted to a dramatic form;
- 7.10 the broadcasting or other transmission of any performance or causing any performance to be audible beyond the precincts of the premises (unless such acts are specifically included in the performance particulars);
- 7.11 the performance by means of any disc, cinematograph film, tape or other recording of any musical work, if the making of such recording infringed the copyright in that work.

8. NO ASSIGNMENTS

The PRS Church Licence is personal to the Licensee. The Licensee shall not assign any of its rights or obligations under the Licence Certificate.

9. PROGRAMME RETURNS

The Licensee shall, if requested, supply to CCLI at such intervals as CCLI may reasonably request a list of musical works, performed vocally, instrumentally or mechanically at the Premises, with the names of the composer, arranger and publisher of each such work, and the number of times each has been performed.