

Customer Ref. No.

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Performing Right Society Limited

Representing Music Creators and Publishers of Music

Registered Office: 2 Pancras Square, London, N1C 4AG

T: 020 7580 5544 W: prsformusic.com

PRS for Music is the trading name of the Performing Right Society Ltd.

Registered in England. No. 134396, VAT Reg. No. 440634276.



Copyright Music Licence Contract

Part A: Particulars of Licensee

The Licensee		The Premises	
A1 Full name		A2 Name	
Address		Address	
Postcode		Postcode	
Telephone no.		Telephone no.	
Fax no.		Fax no.	
Email		Email	
Company reg. no		Web	

Part B: Licence

Subject to the terms and conditions set out in this Agreement, We grant to You a non-exclusive licence to Perform and to authorise the Performance of the Music at or from within the Premises. For the purposes of this Agreement the Licence also includes licence to communicate the Music to the public from within the Premises by means of a "music on hold" service and/or other service operated by you as part of the amenities provided to your customers. All rights not expressly granted by this Licence are reserved (see clause 2 overleaf for Exclusions).

Part C: Relevant Particulars

At the commencement of this Licence, the Relevant Particulars to which the Society has applied Tariff(s).....(a copy of which has been shown to You); are

.....
.....
.....

Part D: Royalty and Payment Agreement

- The Licensee shall pay the following Royalties to the Society:-
 - for the Licence Year(s) ending _____ the sum of £ _____ plusVAT (see sub-clause (4)) *immediately/ in accordance with clause 2(a) (delete if not applicable); and
 - for each subsequent Licence Year, the amount set out in Your invoice and Statement for that Year. In respect of each Licence Year, You will by no later than the date specified in sub-clauses (2)(a) and (2)(b) pay Us the Royalty specified in Your invoice for that Year and calculated in accordance with the Tariff, a copy of which is available from Us on request.
- In relation to the time for payment of:
 - the Royalty specified in clause 1(a), either 14 days after the date set out in the Payment Agreement or, if applicable, the date or dates in Your Instalment Plan;
 - the Royalty for each subsequent Licence Year, either the Renewal Date or, if later, 14 days after the date of the relevant invoice; or, if applicable, the date or dates in Your Instalment Plan.
- The Royalty is calculated in accordance with the rates set out in the Tariff. The amount of Royalty may be affected by the Relevant Particulars and other factors specifically set out in the Tariff, including an inflation adjustment or, if applicable, a higher royalty rate.
- You shall pay Value Added Tax (VAT) on the Royalty at the applicable rate.
- In the event that You are in arrears in respect of any payment due under this Agreement, We reserve the right to charge You interest on the amount overdue calculated on a daily basis at the rate of 3% per annum above the base lending rate in the United Kingdom of the Bank of England for the time being in force without prejudice to Our rights of termination under clause 7 or any other rights We may have under or by virtue of this Agreement.

Part E: Licence Commencement Date

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Part F: Signatories And Agreement Date

Signed by/on behalf of the Licensee
(indicate office held by signatory where appropriate)

Full name of Signatory.....
(in block letters)

Signed for Performing Right Society Limited
(Authorised Signatory)

Date signed by the Society (Agreement Date).....

1. Definitions

- (1) In this Agreement unless the context otherwise requires:
- (a) 'Affiliate' means collecting societies and other rights holders that are represented by PRS;
 - (b) 'Agreement' means these Terms and Conditions, the General Conditions, the Statement of Rights Administered, the Tariff, the Payment Agreement and any other terms on which We agree to accept payment from You of any sum due to Us under this Agreement;
 - (c) 'Agreement Date' means the date specified in Part F of the Agreement;
 - (d) 'Customer' means any customer or other person to whom You supply (whether or not for money or money's worth) goods, services or other facilities on or from within the Premises;
 - (e) 'General Conditions' means the General Conditions Applicable to Tariffs and Licences;
 - (f) 'Information' means information (including personal data as defined in the Data Protection Act 1998) obtained in connection with this Agreement and the Licence;
 - (g) 'Instalment Administration Charge' means Our charge for administering Your Instalment Plan;
 - (h) 'Instalment Plan' means any plan that We may from time to time agree in writing for You to pay the Royalty by instalments;
 - (i) 'Licence' means the licence described in Part B of this Agreement;
 - (j) 'Licence Commencement Date' means the date specified in Part E of the Agreement;
 - (k) 'Licence Year' means a year of the Licence beginning on the Licence Commencement Date and on each anniversary thereof;
 - (l) 'MCPS' means Mechanical-Copyright Protection Society Limited whose registered office is 2 Pancras Square, London, N1C 4AG;
 - (m) 'Music' means all and any musical works, including any words associated therewith, in which the rights to perform in public, to communicate to the public and to authorise others to do the same are at the time of such act or authorisation owned and/or controlled by Us;
 - (n) 'Payment Agreement' means the terms on which We have agreed to accept payment of the Royalty and any other sums due under this Agreement and set out in Your Statement;
 - (o) 'Perform' means to perform Music in public and, where the context so requires, to communicate Music to the public; and references to "Performance" and "Performing" shall be construed accordingly;
 - (p) 'Premises' means the premises described in Part A2 of this Agreement;
 - (q) 'Relevant Particulars' means the particulars of the music and other information as We may from time to time require for the purposes of calculating the Royalty;
 - (r) 'Renewal Date' means the first anniversary of the Licence Commencement Date and each subsequent anniversary thereof;
 - (s) 'Royalty' means the Royalty payable by You in consideration of the Licence;
 - (t) 'Statement' means the Statement accompanying Your invoice and setting out for the time being sums owed by or to You in respect of Your Licence and where relevant the Instalment Plan;
 - (u) 'Statement of Rights Administered' means the statement of rights for the time being administered by the Society on behalf of its members and Affiliates;
 - (v) 'Tariff' means the licensing scheme for the time being and from time to time applicable to the Performance of Music in the Premises;
 - (w) 'We' means Performing Right Society Limited whose registered office is 2 Pancras Square, London, N1C 4AG; and references in these terms and conditions to 'Our' and 'Us' shall be construed accordingly;
 - (x) 'You' means the person named in Part A1 of this Agreement; and references to 'Your' shall be construed accordingly;
 - (y) words importing the singular number include the plural, and vice versa;
 - (z) words importing the masculine gender include the feminine;
 - (aa) references to any provision or document comprised within the Agreement shall be construed as references to such provision or document as amended or varied from time to time, whether by Us or otherwise.
- (2) The headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this agreement.

2. Exclusions

The following categories of Performance of the Music are or may depending on the context be excluded from the scope of the Licence:

- live opera, operettas, pantomimes and revues;
- son et lumière productions;
- theatrical productions;
- Performances of Music accompanied by words other than those normally associated with the Music;
- dramatic presentations of the Music;
- parodic or burlesque Performances of the Music;
- the playing of recordings of Music the making of which infringed the copyright in that Music.

The full extent and limits of the Licence are set out in the Statement of Rights Administered, a copy of which is available from Us on request.

3. Term

The Agreement and the Licence shall be deemed to have commenced on the Licence Commencement Date and shall continue from year to year subject to the provisions of clause 7.

4. Other Charges

The Royalty is due and payable in advance of the Licence Year to which it relates. If you request, We may (but are not obliged to) agree an Instalment Plan in respect of which, We will apply a non-refundable Instalment Administration Charge, details of which are available on request. The Instalment Administration Charge will be shown separately on Your invoice.

5. Particulars of Use

- (1) At or before the end of each Licence Year, You shall in such form as We may from time to time prescribe notify Us of the Relevant Particulars for the purposes of enabling Us to calculate the Royalty for that year.
- (2) Should You fail to notify Us of the Relevant Particulars, then without prejudice to Our right of termination under clause 7, We reserve the right to raise an invoice for a sum calculated on the basis of the Relevant Particulars for the previous Licence Year and/or any other information relevant to the calculation, which sum shall be payable on account of the Royalty for the Licence Year to which the invoice relates.
- (3) You undertake to notify Us of any change in the Relevant Particulars in advance of or, if not practicable, as soon as possible after such change. If as a result of such change (whether or not notified by You to Us), the Royalty payable for the Licence Year in which the change occurs:-
- (a) increases, You shall pay the additional sum to Us not later than 14 days after the date of Our invoice for the same;
 - (b) decreases, the amount of such reduction (which amount shall only be calculated from the date on which We are notified of the change in Relevant Particulars) shall be credited against any Royalty payable for that Licence Year or, if no such Royalty is payable, shall be either credited against the amount of any Royalty payable for the following Licence Year or, if no such sum is payable, refunded to You as soon as practicable.

6. Revision of Tariffs

- (1) The Tariff may be varied by Us or by Order of the Copyright Tribunal. In either case, We will notify You as soon as reasonably practicable of any variation made to Our Tariff affecting the amount of the Royalty.
- (2) The change in the amount of any Royalty resulting from a variation of the Tariff shall take effect from the date on which the varied Tariff becomes effective ('the Effective Date'). Where by virtue of an Order of the Copyright Tribunal the Effective Date is a date prior to the date of the Order, any adjustment to the Royalty payable by You shall take effect in accordance with clause 5(3).

7. Termination or cancellation

- (1) The Licence shall continue from Licence Year to Licence Year until ended either by:-
- (a) You by giving Us one month's written notice of termination of the Agreement within fourteen days of the date on which We have notified You of:
 - (i) a revision of the Tariff in accordance with clause 6(1) which results in an increase in the Royalty for the Licence Year in which the revision is effective provided that You shall remain liable to pay the proportionate amount of the Royalty for the period up to the date of termination;
 - (ii) any variation of any other provision of this Agreement (other than a variation occasioned by an increase in VAT);

- (b) Us forthwith on giving written notice of termination of the Agreement to You if -

- (i) You shall have failed to pay the whole or part of any Royalty in accordance with Part D, para (2) or be in breach of any other term of this Agreement and then failed to pay the Royalty or, if the breach is remediable, to remedy the breach within fourteen days of the date of a written demand from Us for payment or remedy, as the case may be;
 - (ii) in the case of an individual, You become bankrupt or make an arrangement with Your creditors or cease to carry on business; or in the case of a company or other body corporate You go into receivership, administration or any resolution is passed for Your winding-up, (other than for the purposes of reconstruction and amalgamation) or You make an arrangement with Your creditors or cease to carry on business; or 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 You otherwise become unable to pay Your debts; or
- (c) either party without cause on giving to the other one calendar month's written notice to expire at the end of a Licence Year.

- (2) Any notice served by You pursuant to this clause 7 must be served in writing by recorded delivery.
- (3) The termination of this Agreement howsoever caused shall be without prejudice to any right arising under or by virtue of this Agreement accrued prior to the date of termination.

8. No assignment

This licence 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 shall be at Our absolute discretion.

9. Right of Entry

- (1) We, by Our duly authorised agents, shall on reasonable notice have the right of entry to the Premises at all reasonable times for the purpose of checking the Relevant Particulars.
- (2) To ensure that We are able to distribute royalties to Our Members, on the basis of statistically reliable data, We may ask You to provide particulars of the Music actually performed in the Premises. We recognise that You may not have the resource or expertise to provide such information. Accordingly, You agree to grant permission to Our agent to enter the Premises for the purposes of collecting such data and then only on reasonable notice from Us.

10. Data Protection

- (1) We may use any Information for the purposes of:
- (a) licensing, administering and enforcing Our rights (and the rights of Our members and Affiliates);
 - (b) administering Your and members' relationships with Us including (e.g.) this Agreement, any future agreements, licensing matters and enquiries; and
 - (c) 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.
- (2) We may provide the Information to:
- (a) Affiliates and subcontractors and/or agents appointed in connection with the matters set out in (1)(a) to (c) above;
 - (b) law enforcement 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; and
 - (c) MCPS, Phonographic Performance Limited and other collecting societies for the purpose of establishing whether further copyright licences are required to be held and related administration and/or enforcement activities.
- (3) We may also use the Information to contact You by post, telephone and, where Your consent has been given, email regarding music related services that may be of interest to You. If You do not wish Your details to be used for these marketing purposes by Us please contact Us at PRS National Sales Centre, 19 Church Walk, Peterborough PE1 2UZ or customerservice@prsformusic.com.
- (4) You warrant that You have obtained the consent of any individual whose personal data You share with Us for the purposes outlined in this clause 10 before submission of such data.

11. Notice

- (1) Any notice given or required to be given by a party under this Agreement must be in writing and, subject to Your obligations under clause 7, may be served either personally or by post or by facsimile transmission -
- (a) on Us, at PRS National Sales Centre, 19 Church Walk, Peterborough PE1 2UZ;
 - (b) on You, at the address or facsimile number specified in Part A1 of this Agreement; or
 - (c) in either case, at such other address or facsimile number as either party may notify the other in accordance with the provisions of this clause.

- (2) A notice shall be deemed to have been duly served at the time of delivery if delivered personally, 48 hours after posting if by ordinary first class post; and on the day of transmission if by facsimile transmission.
- (3) You shall give to Us prompt notice of any change in Your address or the Premises or of any change in the name of the Premises.

12. Waiver

Any failure or delay by Us in exercising Our right or remedy under this Agreement shall not constitute or be construed as a waiver of that right or remedy unless otherwise agreed by Us in writing.

13. Invalidity

If at any time any 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 shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect.

14. Entire Agreement

(1) Subject to clause 14(2), this Agreement sets out the entire agreement of the parties relating to its subject matter and except to the extent repeated in the Agreement supersedes and 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 by a party to the Agreement or any other person at any time prior to the Agreement Date.

(2) In relation to any pre-Agreement Statement, the provisions of sub-clause (1) above shall not apply if and to the extent that the pre-Agreement statement:-

- (a) was made fraudulently; and
- (b) induced the other party to enter into the Agreement.

(3) Variation

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

(4) Third Party Rights

This Agreement does not create any right enforceable by any person not a party to it unless otherwise agreed by Us in writing.

(5) PRS Mark and Logo

You agree during the term of the Licence to display prominently on the Premises any logo, mark or other identification relating to the Performing Right Society and the grant of the Licence ('PRS Material') supplied and approved by Us from time to time. On the termination of this Agreement, howsoever and by whomsoever caused, You shall cease displaying the PRS Material forthwith.

(6) General

The Licence is granted subject to the General Conditions, a copy of which is available from Us on request. In the event of any conflict between the General Conditions and these terms and conditions, these terms and conditions shall prevail.

(7) Contacting Us

If You have any enquiries about this Agreement, Your invoice or Statement or wish to obtain a copy of any document to which We have referred in this Agreement, please contact us on 0345 309 3090.

(8) Governing Law and Jurisdiction

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