

Aircraft



Tariff 'AC' (2010.01)

As varied by Order of the Copyright Tribunal on 14th May 1998

Effective from 1st January 2010

(Also showing previous year's details in brackets)

1. Scope of tariff

This tariff applies to performances of copyright music within *PRS for Music's** repertoire* in aircraft registered in the United Kingdom by any means other than by live performance. Such means include but are not limited to:

- radio or television;
- record or compact disc player(s);
- audio or video tape player(s);
- cinematograph equipment;
- any other mechanical and/or electronic device(s) for performing musical works.

2. General conditions

PRS for Music's General Conditions applicable to tariffs and licences in force from time to time, which are available on request from PRS for Music, shall be read subject to this tariff. For the avoidance of doubt, should there be any inconsistency between any of the provisions of this tariff and the General Conditions, the provisions of this tariff shall prevail.

3. Royalty rates

- 3.1 Where the music user *has* applied for and obtained *PRS for Music's* licence before musical performances commence, the **standard** royalty rate will be charged and payable for the first year of the licence.
- 3.2 Where the music user *has not* applied for and obtained *PRS for Music's* licence before musical performances commence, the **higher** (standard plus 50%) royalty rate will be charged and payable for the first year of the licence.
- 3.3 After the first year of the licence, in either case, the **standard** royalty rate will be charged and payable.
- 3.4 The following royalty rates apply to all royalties falling due from 1st January 2010.

* See Definitions, section 8

| | Higher royalty | Standard royalty |
|---|--------------------------------|------------------------------|
| 3.4.1 For boarding and/or disembarkation music* the charge per passenger* carried* per flight* is: .. | 0.699 pence (0.699 pence) | 0.466 pence (0.466 pence) |
| 3.4.2 For in-flight entertainment music* the charge per passenger who takes up the option of in-flight entertainment music* per flight is | 13.541 pence (13.541 pence) | 9.027 pence (9.027 pence) |

4. Payment of royalties

- 4.1** Royalties due under this tariff are payable on account immediately upon receipt of *PRS for Music's* invoice issued on or as soon as practicable after the end of a licence-year. The sum invoiced is based on an estimate of the particulars required for calculating the royalty due in respect of the licence-year in which the invoice is issued and any charge made under such invoice may be adjusted after the Licensee has furnished *PRS for Music* with details of the actual particulars in accordance with section 4.2.
- 4.2** Not more than 42 days after the end of each licence-year, every Licensee under this tariff shall furnish *PRS for Music* with the required particulars to enable it to calculate the royalty due in respect of the preceding licence-year. Such particulars shall include, but shall not be limited to, the number of passengers carried; and/or the number of passengers who take up the option of in-flight entertainment music, and/or the method by which such numbers are determined, and/or the registration of each aircraft* of the Licensee, ("actual particulars"). The actual particulars in respect of any licence-year will generally form the estimated particulars for the on account charge for the ensuing licence-year. However, should the Licensee fail to furnish actual particulars in accordance with this section, *PRS for Music* reserves the right to make a reasonable estimate of the particulars and to invoice the Licensee accordingly. Such a right shall be without prejudice to any other rights *PRS for Music* may have either under this tariff or its licence with the Licensee.
- 4.3** Should the Licensee fail to pay any sum due and payable within 30 days of *PRS for Music's* invoice, without prejudice to any other rights it may have, *PRS for Music* reserves the right to charge the Licensee interest on the amount overdue calculated on a daily basis at the rate of two percent per annum above the base lending rate in the United Kingdom of the National Westminster Bank plc for the time being in force.

* See Definitions, section 8

5. Audit and certification

- 5.1** For the purposes of section 5, the "right of audit" shall mean *PRS for Music's* right to appoint independent auditors to inspect such books and records (howsoever stored) of the Licensee as are necessary to enable *PRS for Music* to ascertain or verify the accuracy of the particulars required under section 4 or under *PRS for Music's* licence.
- 5.2** Without prejudice to the generality of section 5.1 and subject to section 5.3, *PRS for Music* shall be entitled in respect of any licence-year a right of audit of the actual particulars.
- 5.3** *PRS for Music* shall exercise its right of audit at a time reasonably convenient to the Licensee during normal business hours. *PRS for Music* undertakes to use confidential information obtained, pursuant to its right of audit or otherwise, only for the purposes of verifying the accuracy of the particulars required under section 4 or under *PRS for Music's* licence, and further undertakes to keep such information confidential.
- 5.4** *PRS for Music* shall bear the costs of exercising its right of audit ("audit costs") unless the audit reveals that the Licensee has furnished materially inaccurate particulars to *PRS for Music's* detriment or was undertaken as a result of the Licensee's having failed to furnish any particulars, in which case the audit costs shall be borne by the Licensee.

6. Value Added Tax

Every Licensee under *PRS for Music's* tariffs will pay to *PRS for Music* in addition to the royalty due, a sum in respect of Value Added Tax calculated at the relevant rate on the royalty payable.

7. Inflation adjustment

- 7.1** The royalties payable under this tariff will be adjusted on the 1st January 2011 and on each succeeding anniversary of the tariff by the mean (to the nearest whole percentage point) of the percentages by which the Retail Prices Index and the Index of Average Earnings (unadjusted) change for August 2010 (and subsequently for August of the following years), when compared with their respective figures for August in the previous year. August is the latest month prior to the anniversary date for which figures are likely to be published for both indices.
- 7.2** After application of the adjustment the royalty rates in section 3.4 are rounded to the nearest one-thousandth of a penny. The resulting royalty amounts calculated pursuant to sections 3.4.1 and 3.4.2 are each rounded to the nearest whole penny.
- 7.3** All royalties are charged at the royalty rate in force at the beginning of the licence-year.

8. Definitions

- 8.1 aircraft of the licensee** means any aircraft registered in the United Kingdom on which the licensee does, or (where such acts are otherwise unlicensed by *PRS for Music*) authorises another to do (in relation to any work within *PRS for Music's* repertoire) any of the acts restricted by copyright.
- 8.2 boarding and/or disembarkation music** [formerly termed "take-off and landing music" in previous editions of Tariff 'AC'] means music within *PRS for Music's* repertoire other than in-flight entertainment music, which is performed via loudspeakers, whether or not in conjunction with works outside *PRS for Music's* repertoire, as passengers board and/or disembark from an aircraft, or while an aircraft is on the ground, or as an aircraft takes off or lands.
- 8.3 flight** means a journey (with one flight number) made by an aircraft between the first point of take-off and the final point of landing.
- 8.4 in-flight entertainment music** means music within *PRS for Music's* repertoire, other than boarding and/or disembarkation music, which is made available whether or not in conjunction with works outside *PRS for Music's* repertoire, via headsets or otherwise, to passengers during the course of a flight, whether audio or audio-visual (such as films, videograms, computer programs, or otherwise).
- 8.5 licence-year** means the twelve-month period commencing on the 6th day of the month in which *PRS for Music* first issued a licence to a Licensee, or such other date as *PRS for Music* may specify, and each subsequent twelve-month period during the currency of the licence.
- 8.6 passenger** means an individual who travels (whether or not for valuable consideration) on an aircraft of the Licensee and, for the avoidance of doubt, includes an employee of the Licensee.
- 8.7 passenger carried** means each passenger on an aircraft equipped to play boarding and/or disembarkation music.
- 8.8 passenger who takes up the option of in-flight entertainment music** means each passenger who listens to in-flight entertainment music on an aircraft, irrespective of whether such passenger listens to in-flight entertainment music for all or only part of a flight. The total number of passengers who take up the option of in-flight entertainment music is found by taking a percentage of the total number of passengers carried.
- 8.9 *PRS for Music*** is the trading name of the Performing Right Society Limited.
- 8.10 *PRS for Music's* repertoire** means all and any musical works (including any words associated therewith), the right of public performance in which is controlled by *PRS for Music* or by any of the societies in other countries with which *PRS for Music* is affiliated.

2010.01 edition

Note: This tariff is the subject of an Order dated 14th May 1998 of the Copyright Tribunal under the Copyright, Designs and Patents Act, 1988. This document represents a statement of the main provisions of that Order, a full copy of which is available on request from *PRS for Music*.