



## Hospital Radio Licence Application Pack

### **Checklist**

- Completed Application Form
- Signed Terms and Conditions
- Completed 'Estimated NBR' Form
- Completed 'Actual NBR' Form
- Completed *PRS for Music* Direct Debit Form or
- Cheque made payable to 'PRS for Music'

Please return your completed form to:

**Radio Licensing  
Broadcast and Online Licensing  
PRS for Music  
Copyright House  
29-33 Berners Street  
London  
W1T 3AB**

[radiolicensing@prsformusic.com](mailto:radiolicensing@prsformusic.com)

## Introduction

We are here to guide you through each stage of the licensing process and are on hand to answer any questions you may have so please feel free to get in touch if you would like to discuss any aspect of your licence.

For help completing your application form, please contact: [radiolicensing@prsformusic.com](mailto:radiolicensing@prsformusic.com) or 020 7306 4430.

### **Who are we?**

The Mechanical-Copyright Protection Society Ltd (MCPS) and The Performing Right Society Ltd (PRS) represent the vast majority of music composers and publishers in the UK and, by agreement with overseas societies, most of the world. We issue licences to allow the recording, public performance and broadcast of our members' musical works for most purposes (in accordance with the 1988 Copyright, Designs and Patents Act) and collect and distribute the royalties due to our members.

*PRS for Music* manages common activities, services both societies and is jointly owned by them.

### **Why do you need a licence from PRS for Music?**

Copyright is the right granted by law to the creators of original literary, dramatic, artistic and musical works to ensure that copyright owners are rewarded for the exploitation of their works.

Any person who, without the permission of the copyright owner, does or authorises someone else to do any of the restricted acts may be liable for what is known as primary infringement of copyright. In addition, a person may be liable for secondary infringement if he assists in copyright infringement by such means as handling or selling infringing copies.

### **What other music licences do I need?**

You may also require a licence from record companies for the use of the sound recording. To obtain this licence you should first contact:

Phonographic Performance Ltd (PPL)  
1 Upper James Street  
London  
W1F 3DE

Tel: 020 7534 1000  
Fax: 020 7534 1111

[www.ppluk.com](http://www.ppluk.com)

## Licence Term

The annual minimum fees are applicable for the year 2011 and thereafter will be adjusted by RPI for each new licence year.

The licence year will end on the 31st December of any given year. The licence will renew automatically each year with a notification being sent to you prior to the new licence year starting, advising of the fees for the forthcoming year and requesting you complete your NBR submission for the forthcoming year as detailed below.

Date	Licence Event
1 <sup>st</sup> January	New licence year starts.
30 <sup>th</sup> November	Rates are announced for the next licence year and forms are requested estimating the NBR for the forthcoming licence year.
10 <sup>th</sup> December	Due date for estimated NBR forms to be received.
31 <sup>st</sup> December	End of licence year.
28 <sup>th</sup> January	Actual NBR report is due for the previous licence year.
February	Invoices are issued for any balance of royalties due or refunds made for any overpayments made.

## Licence Fees

The charge for the licence is 3% of Net Broadcasting Revenue (NBR) subject to a non-returnable on account annual minimum royalty as outlined in the following table.

Station Funding Mechanism	NBR Level Before 3% Rate Applies	Annual Minimum Fee <i>Excluding VAT</i>	Annual Minimum Fee <i>Including VAT 20%</i>
Without Advertising or Sponsorship	£11,918	£357.55	<b>£429.06</b>
With Advertising or Sponsorship	£24,429	£732.88	<b>£879.46</b>

Your annual Net Broadcasting Revenue must be below the NBR level to pay the minimum fee.

If the royalty charge is to be based on a percentage of revenue, invoicing and payment will be monthly in advance, based on the estimate you provide 21 days prior to commencement of the licence year. In the absence of receipt of your estimate PRS shall be entitled to make such estimate by a notional increase over the previous licence year of 10%.

If the royalty charge is to be based on the non-returnable annual minimum then invoicing and payment will be quarterly in advance. Where a station launches partway through a licence year the minimum fee will be pro-rated to the beginning of the calendar quarter of launch.

The above rates apply to all stations regardless of charity status.

## Net Broadcasting Revenue

The definition of Net Broadcasting Revenue is 85% of the gross valuable consideration (before any deduction of agency commissions or any other deductions) whether in money, or money's worth derived and received by the Licensee from broadcasts pursuant to this Licence including, advertising sponsorship, subscriptions, donations, barter and contra deals, and **other** revenue directly related to the programmes broadcast.

External costs directly and reasonably incurred by the licensee in producing sponsored Outside Broadcast events may be deducted, providing that if such costs exceed the value of the sponsorship revenue the value of the said sponsorship revenue shall be nil. The amount by which such costs exceed sponsorship revenue may not be set off against other non-sponsorship revenue.

Any applications sent without an Estimated NBR form will not be accepted.

## Payment

To keep administration to a minimum *PRS for Music* requires all licensees pay by direct debit.

If your PRS royalty is based on a percentage of revenue then the direct debit collection will take place on the 1st working day of each month and will be one-twelfth of the estimated royalties for the licence year each month. If your royalty is based on the annual minimum royalty, then the invoice will be issued on the 1st working day of each quarter with the direct debit collection on the 20th of the month and will be one-quarter of the annual minimum royalty. If the 1st or the 20th fall on a weekend or bank holiday then the collection will take place on the following working day.

An NBR report must be submitted within 28 days of the end of the licence year using the form provided and must detail the relevant revenue earned in the period. If the actual royalty is greater than that estimated you will be required to pay the balance due to PRS within 21 days from the date of invoice for such balance. If the actual royalty is less than that estimated PRS will refund the balance within 21 days.

If you wish to make payment of the minimum fee annually by cheque at the outset of the licence year please make the cheque payable to 'PRS for Music'. Any cheques sent without VAT will not be accepted.

## What Your Licence Covers

The licence issued by PRS allows OFCOM licensed stations to broadcast PRS controlled repertoire.

The licence issued by MCPS allows you the right to record MCPS administered repertoire into:

1. Non-programme material, but excluding station idents (e.g. trailers, jingles)
2. Programmes produced by the radio station for broadcast on its own station
3. Server or other hard-disk storage for subsequent direct-to-air broadcast
4. And the broadcast of production music sound recordings.

However, advertisements are excluded from the mechanical licence and must be cleared individually. Use of commercial music in a sponsored item is excluded where a reasonable person would associate the music with the sponsor. Association can be deemed to exist, for example, where there is a small or no gap between a commercial work and reference to the sponsor.

## HBA Members

Members of the Hospital Broadcasting Association (HBA) currently benefit from a waiver for *PRS for Music* royalty payments. This waiver is restricted to Hospital Radio Stations that broadcast on a closed circuit system. All hospital radio stations must be full members of the HBA to benefit from this waiver, any station that has not renewed their membership will be subject to the full annual licence fees for the year their membership ceases.

# Licence Application Hospital Radio



Station name / Call sign						
Company / Business name						
Contact Name						
Correspondence address, including post code						
Contact phone number(s)						
Email address						
Website address						
Commencement date of service						
Which Hospital(s) will you be broadcasting to?						
<b>Platforms broadcasting on</b> <i>(please check box)</i>	LPAM <input type="checkbox"/>	LPFM <input type="checkbox"/>	Induction Loop <input type="checkbox"/>	Hospedia <input type="checkbox"/>	Internet <input type="checkbox"/>	Other, please specify
<b>Are you a member of the HBA?</b> <i>(please check box)</i>	Yes <input type="checkbox"/>			No <input type="checkbox"/>		
<b>Will you be paid for advertising?</b> <i>(please check box)</i>	Yes <input type="checkbox"/>			No <input type="checkbox"/>		
<b>Will you be funded by any sponsorship?</b> <i>(please check box)</i>	Yes <input type="checkbox"/>			No <input type="checkbox"/>		
<b>Please state any additional information you would like us to know</b>						

Declaration - By signing this form you are confirming that: a) you wish to obtain a Hospital Radio Licence as outlined in the terms in this document; and b) the information contained in this application form is accurate to the best of your knowledge.

.....  
Signed

.....  
Print name of signatory in full

.....  
Date

.....  
Position of signatory

**ESTIMATED NET BROADCASTING REVENUE  
(NBR FORM)**

**LICENCE YEAR: 1<sup>st</sup> January 2011 – 31<sup>st</sup> December 2011**

<b>STATION NAME:</b> _____	<b>£</b>
<p><b><u>GROSS ADVERTISING REVENUE - GAR</u></b>            1) is the total advertising revenue it is anticipated will be billed before the deduction of any commissions.</p> <p>2) Deduct 15%</p> <p>3) Net Advertising Revenue (<b>NAR</b>)</p>	<p>_____</p> <p>_____</p> <p>_____</p>
<p><b><u>GROSS OTHER REVENUE - GOR</u></b>            4) for the avoidance of doubt this should include any additional revenues not stated above in relation to any simulcast of your service as well as donations, 'contra', 'barter' deals, and any <b>other</b> revenue directly related to the programmes broadcast before the deduction of any commissions.</p> <p>5) Deduct 15%</p> <p>6) Net Other Revenue (<b>NOR</b>)</p>	<p>_____</p> <p>_____</p> <p>_____</p>
<p><b><u>GROSS PROGRAMME SPONSORSHIP REVENUE - GPSR</u></b>            7) a programme is sponsored if the licensee derives in relation to any programme broadcast any financial benefit (whether direct or indirect)</p> <p>8) Deduct 15%</p> <p>9) Less Sponsored OB Costs</p> <p>10) Net Programme Sponsorship Revenue (<b>NPSR</b>)</p>	<p>_____</p> <p>_____</p> <p>_____</p>
<p><b><u>NET BROADCASTING REVENUE</u></b>   <b>(add NAR + NOR + NPSR ((lines 3 + 6 + 10))</b></p>	<p>£ _____</p>

Please complete this form if you were broadcasting any time between 1<sup>st</sup> January 2010 til 31<sup>st</sup> December 2010.

If not please disregard this form.

**ACTUAL NET BROADCASTING REVENUE  
(NBR FORM)**

**LICENCE YEAR: 1<sup>st</sup> January 2010 – 31<sup>st</sup> December 2010**

<b>STATION NAME:</b> _____	<b>£</b>
<p><b><u>GROSS ADVERTISING REVENUE - GAR</u></b>            1) is the total advertising revenue it is anticipated will be billed before the deduction of any commissions.</p> <p>2) Deduct 15%</p> <p>3) Net Advertising Revenue (<b>NAR</b>)</p>	_____ _____ _____
<p><b><u>GROSS OTHER REVENUE - GOR</u></b>            4) for the avoidance of doubt this should include any additional revenues not stated above in relation to any simulcast of your service as well as donations, 'contra', 'barter' deals, and any <b>other</b> revenue directly related to the programmes broadcast before the deduction of any commissions.</p> <p>5) Deduct 15%</p> <p>6) Net Other Revenue (<b>NOR</b>)</p>	_____ _____ _____
<p><b><u>GROSS PROGRAMME SPONSORSHIP REVENUE - GPSR</u></b>            7) a programme is sponsored if the licensee derives in relation to any programme broadcast any financial benefit (whether direct or indirect)</p> <p>8) Deduct 15%</p> <p>9) Less Sponsored OB Costs</p> <p>10) Net Programme Sponsorship Revenue (<b>NPSR</b>)</p>	_____ _____ _____
<p><b><u>NET BROADCASTING REVENUE</u></b>   <b>(add NAR + NOR + NPSR ((lines 3 + 6 + 10))</b></p>	£ _____

## MCPS-PRS Alliance Limited

Registered Office: 29-33 Berners Street, London, W1T 3AB  
Telephone: 020 7306 4270  
Website: www.prsformusic.com

PRS for Music is a brand name of the MCPS-PRS Alliance Ltd.



### Instruction to your bank or building society to pay by Direct Debit

This instruction will be sent to your bank or building society by PRS for Music.

#### Please complete 1-5 below

1. Name and full postal address of bank or building society

To the Manager

Bank or Building Society

Address

Postcode

2. Name(s) of account holder(s)

3. Branch sort code

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4. Bank account no.

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5. Instruction to your bank or building society.

Please pay the MCPS-PRS Alliance Ltd. from the account detailed on this instruction subject to the safeguards assured by The Direct Debit Guarantee.

Signature

Date

Customer reference: -

Completed forms should be posted to:

**PRS for Music**  
**Finance Manager**  
**3rd Floor British Music House**  
**29-33 Berners Street**  
**London**  
**W1T 3AB**

Banks or Building Societies may not accept Direct Debit instructions for some types of account. Please ensure that your bank or building society will allow Direct Debits.

Originator's ID no. 

7	5	9	6	1	3
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Tear off and keep this portion



### The Direct Debit Guarantee

- This guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts paid or the payment dates change, MCPS-PRS Alliance Ltd. will notify you 3 days in advance of your account being debited or as otherwise agreed.
- If an error is made by MCPS-PRS Alliance Ltd. or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your bank or building society. Please also send a copy of your letter to the MCPS-PRS Alliance Ltd., Finance Manager, 29-33 Berners Street, London, W1T 3AB, or call us on 020 7306 4270.