

Limited Manufacture Licence Guide



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1. Introduction

This pack is designed to provide everything you need to know about the Limited Manufacture (LM) Licence. The licence offers an affordable, easy to obtain and simple licensing solution for customers wishing to produce small scale audio and audio-visual physical products. The licence is aimed at users such as schools, churches, amateur groups and private users who wish to use music in their own productions.

Customers can simply log on to our fully functional web facility and select a licence, pay, obtain their licence certificate and leave, all in a matter of minutes.

2. Limited Manufacture Licence Framework

Licensees:

The following types of individuals and organisations are eligible for a Limited Manufacture Licence:

1. **Educational Users** (school productions, teaching aids/learning guides)
2. **Educational Authority** (Higher/Further Education, private tuition)
3. **Church/Religious** (choir recordings, service recordings)
4. **Private Users** (weddings, christenings, bar mitzvahs, holiday films, funerals, video or CD to DVD transfers)
5. **Amateur Productions** (amateur film making, amateur dramatics, horse dressage, synchronised swimming, musical gymnastics)
6. **Professional Users** (wedding videographers, funeral service providers, Voluntarily run charities)
7. **Musicians** (amateur/ semi professional orchestras, unsigned bands/artists, music tuition)

(For a complete list of permitted users please see the terms and conditions section of this leaflet)

Rights:

- The user has the right to use any MCPS member work in audio and audio-visual physical formats (see list below)
- Copies can be sold or distributed for free
- Copies cannot be sold through any third party distributor including music retail distribution channels

Formats:

- CD, cassette, minidisk, vinyl, DAT, DVD, Blu-ray disk, HD-DVD, VHS, CD-Rom or any other physical format notified by us

Territory:

The Limited Manufacture Licence is only for products produced in the UK and distributed within the EU.

Unit limitations:

The Limited Manufacture Licence has the following restrictions on the number of units that can be manufactured:

- 1,000 units per product
- Where a licensee is using a number of different products, a total of 2,500 units per annum per licensee

Restrictions:

Key restrictions of the Limited Manufacture Licence are:

- The use of unauthorised arrangements, adaptations, parodies, burlesques and dramatico-musical works; derogatory uses; on screen lyrics; games
- Products with over 120 minutes of music

For the complete list, please refer to the terms and conditions section of this leaflet.

Reporting:

- As part of the application process you do not need to tell us what music you are using, but you will be asked the genre. The Limited Manufacture Licence allows us to request a copy of the product(s) you are manufacturing and any relevant information we may need to verify that you are complying with the Limited Manufacture Licence.

3. Rates

Limited Manufacture Rate Table

Here is an example of the LM rate table including VAT

| Single events | 25 minutes of music or less | Over 25 minutes of music |
|---------------|-----------------------------|--------------------------|
| No. of units | PRICE | PRICE |
| 1 to 5 | £5 | £8 |
| 6 to 20 | £15 | £24 |
| 21 to 50 | £20 | £30 |
| 51 to 100 | £30 | £45 |
| 101 - 250 | £50 | £65 |
| 251 to 500 | £75 | £120 |
| 501 to 1000 | £150 | £250 |

If you use over 25 minutes of music in your production then you will pay according to the higher rate tiers on the right of the rate table.

Payment methods:

Our ecommerce site accepts the following payment methods:

- Credit card (no charge)
- Debit card (no charge)
- Cheque (administration charge of £1.50)

All cheques must be made payable to MCPS Ltd and sent to: MCPS Credit Control, Elgar House, 41 Streatham High Road, London SW16 1ER

Multi-buy Option

A Multi-buy option will give licensees, such as Videographers and Local Education Authorities, the ability to purchase multiple licences in advance of events.

4. Grand Rights

What are grand rights?

The copyright in the performance of a dramatic production is called the grand right. A grand rights licence is required for the performance or the recording of any copyright dramatico-musical works. A dramatic production includes such things as ballets, opera, musicals, and musical plays)

Why should I be concerned about grand rights?

A grand rights licence is always required when performing or recording dramatico-musical works (for example, a ballet, opera, musical, musical play or work of a similar nature). MCPS has not been granted the grand rights by its members and so we cannot license these to you. If you are, for example, a school planning the performance of a play, or an amateur society performing a ballet or an opera of an existing production then you will need to clear the grand rights directly with the rights owner.

Where do I obtain a grand rights licence?

A grand rights licence can be obtained directly from the publisher of the work.

5. How to get your Limited Manufacture Licence

Just type the following link into your browser navigation bar and follow the easy steps: www.prsformusic.com/LM

When you log onto the Limited Manufacture web page for the first time you will be guided through the following steps:

- Register as an LM customer
- Enter your product/production details
- Calculate your royalty rate
- Pay online
- Print your invoices and licence certificates

As a returning customer you will be given the option to do the following:

- Apply for the same licence again
- Apply for further product licences
- View your account history

The following information will be required when applying for a Limited Manufacture Licence.

1. INDIVIDUAL NAME/ORGANISATION NAME:

2. ADDRESS:

3. TITLE:

4. FIRST NAME:

5. LAST NAME:

6. PRODUCT TITLE:

7. FORMAT:

8. CATALOGUE NO:
9. TYPE OF USAGE:
10. GENRE OF MUSIC:
11. NUMBER OF EVENTS/PRODUCT:
12. DATE OF EVENT:
13. VENUE OF EVENT:
14. TOTAL DURATION OF MUSIC:
15. NUMBER OF COPIES:

You will be asked to read and accept our *Website Terms and Conditions* and our *Privacy Policy*. You will also be asked to answer questions relating to how we can contact you in the future.

6. General FAQs

Below is a list of frequently asked questions that have been designed to act as a quick reference guide.

1. About Us

PRS for Music is home to the world's best music writers, composers and publishers. Formed in 1997 between two royalty collection societies (MCPS and PRS for Music), it exists to collect and pay royalties to its members when their music is recorded and made available to the public (MCPS); and when their music is performed, broadcast or otherwise made publicly available (PRS for Music).

Where does MCPS collect its money from?

Money is generated (through licence fees) from the recording of our members' music on many different formats, including CDs, DVDs, television, broadcast and online.

Where does PRS for Music collect its money from?

Money is due for any public performance of music, whether live or recorded, that takes place outside the home and from radio and television broadcasts and online.

What do MCPS and PRS for Music do with the money collected?

MCPS and PRS for Music pay money collected to their writer, composer and music publisher members. Both organisations are 'not for profit' and only deduct a small admin/commission fee to cover operating costs.

2. What does the licence allow you to do?

To manufacture and distribute retail and non-retail, audio, and audio-visual product within the manufacturing limits of the licence, providing it is not made commercially available through a third party distributor or retailer.

3. What are the rights and formats covered under the licence?

Rights:

The inclusion of MCPS members' musical works into products manufactured in the UK or produced in the UK and custom pressed in the EU. Copies provided for free or for sale by the licensee only. Copies cannot be sold through any third party retail distribution channels.

Formats:

CD, cassette, minidisk, vinyl, DAT, DVD, Blu-ray disk, HD-DVD, VHS, CD-Rom or any other physical format notified by us.

4. Who are MCPS members?

MCPS is a music industry collecting society acting on behalf of the vast majority of those who own, control or administer the copyright subsisting in musical works. MCPS represents composers and music publishers in the UK and also sister collecting societies overseas by virtue of reciprocal agreements. The members of MCPS do not assign their rights to the Society. MCPS acts as an exclusive agent for its members. The basis of MCPS' authority derives from the Membership Agreement - the agreement between the member and MCPS. In the Membership Agreement a mandate is conferred upon MCPS to administer the following rights:

- To copy the work
- To issue copies of the work to the public
- To rent or lend the work to the public

These rights are known as 'mechanical rights' although this is not a term used in the Copyright, Designs and Patents Act (CDPA) 1988 or the Membership Agreement. MCPS acts in a number of different ways according to the authority given to it by its members. In several areas, such as licensing record companies for the reproduction of musical works into sound recordings, MCPS acts exclusively for all members. In some specific areas MCPS can only grant a licence where the member has given MCPS a specific mandate to do so, for example music used in television advertisements. MCPS licenses music users and collects royalties, which after deducting a commission it allocates and distributes to its members.

5. What musical works do MCPS represent and can be licensed under LM?

MCPS members' musical works fall into two categories. These are what we refer to as commercial music and production music. Commercial music is any music produced that is being marketed directly to the general public by any medium, so for example a song on a retail CD.

Production music (also sometimes called library music) is music specifically written for inclusion in audio and audio-visual productions (especially television programmes) and is marketed on a business to business basis. Where a musical is production music, MCPS also controls the rights in the sound recording of that production music (this is referred to as a "PMSR" in the licence itself). In that case, your licence will cover the copying of the sound recording as well as the copying of the musical work. However, your licence does not cover sound recordings of commercial music.

In practice, it is far more likely that the music you will be choosing to use for your product will be commercial music rather than production music. There may be instances when you come across this; for example, some very well known TV themes are actually production music, but we think this will be rare. We recommend then that, unless you are fairly sure you are using only production

music, you should assume that the sound recordings used in your Product are not covered by this licence and so you should seek the appropriate licences for them from those who control such rights.

If you are unsure whether or not the music you are using is production or commercial music please check your source or contact limitedmanufacture@mcps.co.uk

6. How do I know if the music I am using is in copyright?

The Copyright, Designs and Patents Act (CDPA) 1988 gives authors certain economic and moral rights in their works. In music, copyright begins automatically once a piece of music is created, and documented or recorded (eg. on video, tape or CD or simply writing down the notation of a score).

In the UK, copyright generally lasts for a period of 70 years from the end of the calendar year in which the composer dies. If the music originates from outside the European Economic Area (EEA), the copyright lasts for as long as the music is protected by copyright in its country of origin, provided that the length of time does not exceed 70 years.

Music which is no longer in copyright is sometimes referred to as being in the "public domain". If all the musical works you are using in your product are in the public domain, then you do not need this licence. However, if one or more musical works that you are including in your product are still in copyright, then you will need this licence.

For further information regarding copyright please refer to:

http://www.prsformusic.com/SiteCollectionDocuments/Copyright/Copyright_Law_Introduction.pdf

7. How do you apply for a Limited Manufacture Licence?

First you will need to register as a user of our fully functional ecommerce facility.

8. Once registered, do you have to apply for individual product clearances?

Yes, but it couldn't be easier! Once registered as a customer, you can log on select a licence, pay, obtain a copy of your licence, and leave; all within a matter of minutes. LM requires no telephonic or paper based communication saving you time and money.

9. How does the payment process work?

You will be able to pay by credit and debit card whilst you are applying for your licence. A cheque payment facility is also available at an additional administration cost.

10. Can you give copies away for promotional purposes?

Yes, but you must still remain within the manufacturing limitations of your licence.

12. What does the licence exclude?

In summary, the use of unauthorised arrangements, adaptations, parodies, burlesques and Dramatico-musical works; derogatory uses; on screen lyrics and games. Refer to the terms and conditions for full details.

13. Are there additional rights and fees to clear/pay if we are using hire music?

If you are recording a performance during which you will be using orchestral/vocal materials hired from a music publisher, you must contact that publisher to confirm that a recording is being made and you may be required to pay an additional hire fee.

14. What are the main restrictions of the licence?

Products with containing over 120 minutes of music cannot be licensed under the Limited Manufacture Licence. If you require a licence for product containing more than 120 minutes of music please contact MCPS directly via limitedmanufacture@mcps.co.uk.

The unit restrictions under the Limited Manufacture Licence are as follows:

- 1,000 units per product application
- 2,500 units per annum per licensee

15. What will happen to the data I submit online?

When you register online as a licensee, you will be asked to read and agree to the *Website Terms and Conditions* and the *Privacy Policy*. Both of these documents can be found on the website.

PRS for Music takes your privacy very seriously. This Privacy Policy sets out our data processing practices through the use of the Internet and any other electronic communications networks. It also sets out your options regarding the way your personal information is used. If you have any requests concerning your personal information or any queries with regard to these practices please contact us at [privacy@prsformusic.com].

On registering with the site you will also be asked how you wish us to contact you in future.

16. Further Information

The copyright in a musical work, including any lyrics, belongs to the songwriter or composer who wrote the work. This right is often assigned to a music publisher, and MCPS administer it on behalf of its publisher and writer members.

The copyright in a sound recording belongs to the person who made the recording – commonly a record company. This is a separate right and is not administered by the MCPS. If you are recording copyright material from commercial sound recordings (i.e. from CDs, tapes, records), then an additional licence for this purpose should be obtained from the relevant record company. Try contacting the PPL (Phonographic Performance Ltd) for further information on licensing the Sound Recording right (telephone number 020 7534 1000).

7. Glossary of terms

During your application and when viewing the terms and conditions of the licence you may come across terminology you are not familiar with, the following list offers simplified definitions of common MCPS and PRS for Music terminology:

Audio and audio-visual material

Audio material is content that has no visual element, such as the playing of a song on the radio or the recording of a song on a CD. Audio-visual material is content with a visual element, such as a music DVD or a television programme.

Broadcast

Broadcast means the transmission of content to the public through a communications network in such a way that the delivery of that content is completely under the control of the person making the broadcast. So this would include traditional TV and radio stations, but it can also include certain transmissions on the internet.

Communication to the public

Communication to the public means any form of transmission of content through a communications network to the public, irrespective of whether the person making the transmission is in complete control of when the content is delivered. It therefore includes broadcasts but also includes other transmissions that are not broadcasts, such as "on-demand" transmissions.

Internet Use

Internet use means the communication or transmission of your recording or product in any way via the internet or, for these purposes, through any mobile or other wireless network; this includes transmitting your recording on Youtube, mySpace, or any social networking website. It is prohibited to file share your recording via any p2p network or other means of file transfer.

Members

See FAQ, question 3.

Musical works and sound recordings – there are two rights that may need to be licensed

Musical work:

A musical work is a musical and lyrical composition (administered by MCPS for physical products, broadcasting and online and PRS for Music for public performance, broadcasting and online). In general terms this copyright is owned by the person who wrote the piece of music, although they will often transfer their ownership to a publisher and/or PRS for Music.

Sound recording:

A sound recording is, in the context of this licence, a recording of a musical work. It attracts a separate copyright and this would normally belong to the person who made the recording. This might in some cases be the same person that wrote the musical work being recorded, but of course it need not necessarily be so. In practice, record companies often own the copyright in commercial sound recordings because they make the arrangements for the recording to take place.

For example "Help!" co written by John Lennon and Paul McCartney (the musical work and its owners) has been recorded by many artists over the years (including Bananarama, Deep Purple, Tina Turner). Where as John Lennon's successor and Paul McCartney control the copyright in the song "Help!", each of the recordings

of the song will be owned and controlled by the various record companies that produced those additional recordings.

Production Music

See FAQ question 5.

Public performance

Public performance is the performance of music in a public place. For example playing a copy of a sound recording in a shopping centre is a public performance, singing a cover of a song at a talent contest in the park is a public performance. A license from PRS for Music is needed for public performances of musical works.

8. What happens if?

Below are answers to anticipated scenarios that users may come across when applying for a Limited Manufacture Licence

I want to pay by cheque.

The system will issue you an invoice to be paid within 14 days. You will be provided with an address to send the payment to; if the cheque is not received within 14 days you will be given an automated reminder via email, should another 7 days pass your application will be cancelled.

My credit or debit card is denied access.

You will be notified by our secure payment provider and be returned to the start page.

I want a licence to record a play, ballet or any other Dramatico Work.

You will be advised that the grand right within a dramatico work requires separate clearance. A separate licence will be required from the copyright owner. A link will be available which will send you to a web page containing further information about grand rights and how to get a licence. You will not be granted a Limited Manufacture Licence by us for the grand rights.

I am a record company wanting to apply for the Limited Manufacture Licence.

Record companies cannot apply for a Limited Manufacture Licence. Your status will be assessed by a licensing advisor, who will refer you to the appropriate scheme for licensing your product.

I have exceeded the product and/or yearly unit limit.

When exceeding either of these limits you will be contacted by us. If you enter a number of units in any application form which takes you over the limits set, you will not be allowed to proceed. However if you re-enter a lower amount that falls within the allowance you will be able to continue.

I am an educational establishment wanting to exceed a yearly or product limit.

Where licensee activities remain genuinely within the terms and conditions of the licence, an MCPS licensing agent may extend the product and annual unit limit. However this is at the sole discretion of MCPS and, where such extension is granted, will be notified to you in writing.

9. TERMS AND CONDITIONS of the LIMITED MANUFACTURE MCPS LICENCE

These terms relate to the paid-for limited manufacture licence supplied to you by the Mechanical Copyright Protection Society Limited through our website, www.prsformusic.com, and should be read in conjunction with our General Terms & Conditions and our Privacy Policy which also apply to your purchase.

To ensure you understand the terms and conditions that you are agreeing to, please consult our FAQs which explain the background to this licence and the terms used.

1. DEFINITIONS

In this Licence, the following terms shall have the following meanings:

“Application Form” The online form that you have completed and submitted to us to apply for the Licence.

“Dramatico-Musical Works” Any ballet, opera, operetta, musical, musical play or work of a similar nature.

“Licence” The licence set out in paragraph 0 below, granted to you subject to these terms.

“Licence Fee” The fee payable by you to purchase the Licence as set out in paragraph 0 below.

“MCPS” The Mechanical Copyright Protection Society Limited, a company registered in England with company number 00199120, whose registered office is at 29-33 Berners Street, London W1T 3AB contracting for and on behalf of itself and for and on behalf of and as agent of its various members, foreign societies and the foreign society members. Also referred to as “us” or “we”.

“Musical Work” Any work consisting of music and any lyrics or words written to be used with the music (if applicable), including any part of such a work.

“Permitted Number of Units” The number of units identified in your Application Form corresponding to the Licence Fee paid by you to us.

“PMSR” Any sound recording of Musical Work being a sound recording (as opposed to a Musical Work) the copyright in which is owned or controlled in the United Kingdom, from time to time, by MCPS (or a member of MCPS or a foreign society or a foreign society member) and where such party has authorised MCPS to license such recordings as so-called production or library music.

“Product” The following physical formats: CD, cassette, minidisk, vinyl, DAT, DVD, Blu-ray disk, HD-DVD, VHS, CD-ROM containing one or more Repertoire Works manufactured by you in accordance with these terms, as set out in more detail in your Application Form, or any other physical format notified by us.

“Repertoire Work” Each Musical Work the copyright in which is owned or controlled in the United Kingdom, from time to time, by MCPS (or a member of MCPS or a foreign society or a foreign society member) and each PMSR.

“United Kingdom” The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

“Year” The period of 12 months from the date your Licence is granted.

2. LICENCE

- 2.1 In consideration for your payment of the Licence Fee to us, and subject to the limitations and restrictions set out below, we grant you a non-exclusive licence to incorporate Repertoire Works into the Product, make the Permitted Number of Units of the Product in the United Kingdom and to distribute them in the European Union for private use.
- 2.2 You must obtain all necessary licences in relation to any Musical Work or sound recording included in a Product which is not a Repertoire Work. You must also obtain all necessary licences in relation to any other copyright material and intellectual property included in the Product. This Licence does not, for example, cover rights or interests in commercial sound recordings, films or Dramatic Musical Works.

3. LIMITATIONS

- 3.1 This Licence only applies where:
 - (a) you fall within one of the categories set out in the first column of the Schedule; and
 - (b) the Product falls within one of the categories set out in the second column of the Schedule.
- 3.2 If you and/or the Product do not belong to one of the categories set out in the Schedule, you should cease your application process and contact us by sending us an email to limitedmanufacturing@mcps.co.uk.
- 3.3 The Licence does not apply to any Product which contains more than 120 minutes of Repertoire Works.
- 3.4 You may only manufacture and distribute (whether for free or at a price) up to 1000 units of any one Product and a total of up to 2500 units of different Products during a Year.
- 3.5 You may sell the Products or provide them for free. Where you choose to sell them, they cannot be sold by any third party on your behalf, only directly by you.
- 3.6 The Licence permits you to use Repertoire Works in both audio and audio-visual material.

4. EXCLUSIONS

4.1 This Licence will not cover the following, for which a separate licence and/or the approval of the relevant copyright owner(s) will be required:

- (a) making any adaptation or arrangement of the music and/or alteration of the lyrics of any Repertoire Work;
- (b) using music with lyrics other than those written to be used with the music or authorised for use with the music;
- (c) using lyrics with music other than that written to be used with the lyrics or authorised for use with the lyrics;
- (d) using a Repertoire Work in the form of a parody, burlesque or any use which is defamatory or likely to be detrimental to the writer and/or performer of the work;
- (e) using a Repertoire Work with material which is of a sexual, violent, drug-related, political or other contentious nature;
- (f) using a Repertoire Work in any Product which contains, has added to it or is used in conjunction with, any kind of advertisement, sponsorship or any direct or indirect promotion of any commercial or political organisation or any form of illegal activity;
- (g) reproducing lyrics or musical notations in any printed form or textual form, whether on screen, in print or otherwise;
- (h) using a Repertoire Work which at the time of receipt of your Application Form has not been released for retail sale to the public in the European Economic Area with the copyright owner's permission;
- (i) incorporating a Repertoire Work into any toys, games, novelty products or similar products;
- (j) giving away the Product in conjunction with another product, magazine or newspaper;
- (k) any use by any commercial organisation, whether internally or externally, unless the Product has been ordered from that commercial organisation by a non-commercial third party for non-commercial purposes; and
- (l) in relation to Dramatico-Musical Works, the use of:
 - (i) extracts exceeding 20 minutes in duration;
 - (ii) "potted versions";
 - (iii) extracts which cover a complete act of the Dramatico-Musical Work; or
 - (iv) extracts which are presented in dramatic form where actors, through speech, mime or dance depict a distinct plot through which the story or associated words of the Dramatico-Musical Work are carried forward.

4.2 This Licence covers the supply by you of the Product for private use but not any of the following with respect to Repertoire Works:

- (a) copying for the purposes of broadcast or public performance;

- (b) acts of public performance;
- (c) broadcast or other communication to the public; or
- (d) use on the internet.

5. PRICES AND PAYMENT

5.1 Submitting the Application Form is an offer by you to purchase a Licence from us. The Licence will be made available to you once your payment has been authorised and we notify you that your Application Form has been approved. There will be no contract of any kind between you and us unless and until you make authorised payment for the Licence and we notify you that your Application Form has been approved.

5.2 The Licence Fee is calculated and payable in advance in pounds sterling as set out in the table below.

| Single events | 25 minutes of music or less | Over 25 minutes of music |
|---------------|-----------------------------|--------------------------|
| No. of units | PRICE | PRICE |
| 1 to 5 | £5 | £8 |
| 6 to 20 | £15 | £24 |
| 21 to 50 | £20 | £30 |
| 51 to 100 | £30 | £45 |
| 101 - 250 | £50 | £65 |
| 251 to 500 | £75 | £120 |
| 501 to 1000 | £150 | £250 |

- 5.3 Licence Fees are expressed inclusive of any VAT payable unless otherwise stated.
- 5.4 We recommend that you pay by credit/debit card so that your Application Form can be approved as soon as possible. Your credit/debit card details will be encrypted to minimise the possibility of unauthorised access or disclosure. Authority for payment must be given at the time of submitting your Application Form.
- 5.5 If you do not have a credit/debit card, you can submit your Application Form online but pay off-line by sending us a cheque made payable to MCPS Ltd. within 10 working days of submitting your Application Form online. The cheque should be sent to MCPS Credit Control, Elgar House, 41 Streatham High Road, London, SW16 1ER. If we do not receive your cheque within 10 working days of the date you submitted your Application Form online, your application may be cancelled.
- 5.6 If you pay by cheque we will charge you an additional £1.50 to cover the charges we incur in the manual administration of your payment. There is no charge for paying by credit or debit card. The cheque administration fee is subject to VAT which is payable in addition to this fee.
- 5.7 We will contact you once your Application Form has been processed and payment has been received to notify you if we will grant you the Licence. We will be under no obligation to license you until the Licence Fee has been paid. Should the Licence not be granted, you will be refunded the full Licence Fee.

6. WARRANTIES AND LIABILITIES

- 6.1 We warrant that we have the right to license the rights granted in this Licence.

7. DATA PROTECTION

- 7.1 We take the privacy of your personal information very seriously. Our [Privacy Policy](#) (which forms part of these terms) sets out the way your information will be dealt with. When you registered on our website you agreed to our Privacy Policy and you selected the information you wanted to receive from us and/or third parties.
- 7.2 We will respect your wishes and you can change your mind at any time by sending us an email to privacy@prsformusic.com, or writing to us at the following address: Website Privacy, PRS for Music, Copyright House, 29-33 Berners Street, London W1T 3AB.

8. CANCELATION AND TERMINATION

- 8.1 You are only licensed once you have paid for the Licence and we notify you that your Application Form has been approved. At that stage, because the Licence has already been granted to you, you are unable to cancel the Licence.
- 8.2 Your Licence may be terminated by us by written notice if you are in breach of the Licence and these terms and the breach is not remedied within 14 days after written notice of the breach has been given to you. If we reasonably believe your breach of the Licence and these terms affects the rights of our members (whose rights we are licensing) we may suspend your Licence at any time.

9. MISCELLANEOUS

Nothing in this Licence affects the moral rights of the authors of any Repertoire Works.

We reserve the right to change these terms with immediate effect. Any changes will not apply to licences granted prior to the date the changes were implemented.

- 9.3 After the date you manufacture the Product you will, if requested by us, supply a copy of the Product to us. You will also promptly supply us with any further information or documents reasonably requested by us to verify the Musical Works used, the Product and/or to verify that these terms are being or have been complied with.
- 9.4 This Licence is personal to you and you may not sell, assign, transfer or deal in any other manner with this Licence or any of your rights or obligations under it without our prior written consent.
- 9.5 This Licence shall be governed by English law and we and you agree to submit to the exclusive jurisdiction of the English Courts.

Schedule

| Inclusions: | |
|--|--|
| The following uses ARE covered by the Licence | |
| Do you fit into one of the following categories? | Will you be using the Product for one of the following uses? |
| 1 Schools, colleges, universities, local education authorities, private tutors, students | Recordings of student performances for sale or giving away to students, family, friends or to raise funds for the school. |
| | Recordings solely used for the giving and receiving of tuition. |
| | Student films that are shown only as part of the students' course work, educational assessment, student competitions and the students' personal portfolio. |
| 2 Churches and other religious establishments | Recordings of choirs or other services for sale or giving away to members of the congregation, family, friends or to raise funds for the church, or institutions of other religious denominations. |
| 3 Private and domestic use (Includes professional wedding videographers and funeral service providers but only as set out in paragraph 0 above) | Recordings of private events such as: weddings, christenings, bar mitzvahs, family holidays and funerals, which are sold or given away to family and friends associated with that event. |
| | Recordings made for playing at private events such as: weddings, christenings, bar mitzvahs, family holidays and funerals. |
| | Copies of existing films or recordings transferred from video (e.g. VHS) or audio (e.g. CD) formats to other physical formats (e.g. DVD-Video) solely for private and domestic use by the owner of the original version, their friends or family. |
| 4 Amateur societies | Recordings made for playing and showing only as part of the practicing, participating and competing in recognised amateur society activities, including: musical gymnastics, horse dressage, synchronized swimming, amateur dramatics and amateur film making. |
| 5 Charities | Recordings of community projects music or otherwise, funded by non-business entities and supported entirely by voluntary contributions and voluntary workers, which are sold or given away to members of the community, friends and family. |
| 6 Amateur musicians | Recordings made by non-record company affiliated musicians that are sold directly to audiences, family or friends, including amateur orchestras, singers and bands. |
| Exclusions: | |
| The following ARE NOT covered by the Licence | |
| Do you fit into one of the following categories? | Will you be using the Product for one of the following uses? |
| 1 Record companies | Any recordings produced by any form of record company. |
| 2 Feature films | Any professionally made films, any film made with the aid of corporate sponsorship or any films |

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| | | exploited by means of a restricted or general release. |
| 3 | Premiums and corporate uses | Any recordings or copies of recordings that are sponsored, paid for, or used as any form of incentive or advertisement to purchase or acquire products or services of any form that relate to any form of corporate company or entity. |
| | | Any corporate training videos or any other forms of recordings used in-house or in a business to business capacity by any form of corporate company or entity. |
| 4 | Cover mounts | Any products accompanying any form of magazines or newspaper. |
| 5 | Charities | Any charity that employs on a PAYE basis and is anything other than described in the inclusions above. |
| 6 | Karaoke | Any karaoke products (including on-screen graphic rights) of any kind. |
| 7 | Games and toys | Any games, toys or novelty products of any kind. |
| 8 | Grand rights/ dramatico works | All uses of grand or Dramatico Musical Works other than as permitted under these terms. |
| 9 | General | Any uses that are not specifically covered in the list of inclusions. |