
PRS for Music
CODE OF CONDUCT



Welcome to the PRS for Music Code of Conduct

This document outlines the roles and responsibilities of *PRS for Music*, sets best practice and determines the standards that govern how the society operates.

It has been drawn up to comply with British Copyright Council's Principles of Good Practice for Collective Management Organisations (CMO) Policy Framework.

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Aim of the code

PRS for Music aims to achieve best practice by appropriately responding to the needs of members and licensees and by conducting its business fairly and transparently. This Code of Conduct will support these aims by:

- providing information about the general governance, licensing and membership activities of *PRS for Music*
- setting standards of conduct that members and licensees can expect from us
- setting standards for transparency in our dealings with members, licensees and other interested parties
- outlining our complaints process for members and licensees who have a complaint

About us

PRS for Music is a society of songwriters, composers and music publishers. We license organisations to play, perform or make available copyright music on behalf of our members and overseas societies, distributing the royalties to them fairly and efficiently.

PRS for Music is the trading name of the Performing Right Society (PRS) and Mechanical Copyright Protection Society (MCPS). PRS and MCPS are separate entities with their own members and licensees. The commitments to members and licensees outlined in this code are made by PRS and MCPS to their respective members and licensees.

In this code we will refer to PRS and MCPS individually where the context makes sense to do so, otherwise we'll use *PRS for Music* to signify both PRS and MCPS together.

PRS for Music has a combined membership of over 100,000 songwriters, composers and music publishers. In addition, we manage the rights of millions of songwriters, composers and music publishers who are members of affiliated collecting societies overseas.

Find out more at: www.prsformusic.com/our-global-network

Whenever *PRS for Music* or its affiliate members' music is played, performed or reproduced in the UK, we strive to ensure a licence is in place for that music use, and royalties are paid.

For businesses and organisations, *PRS for Music* plays a valuable role by providing the licences required for the music they need in a simple and cost effective way. In most cases, our licences give organisations, businesses and individuals the right to legally use millions of copyrighted songs and musical compositions registered around the world.

PRS for Music and organisations like it are more commonly referred to as collecting societies or collective management organisations (CMOs). Collecting societies operate across a wide range of sectors and manage the rights of large numbers of copyright owners.

As a collecting society *PRS for Music* is subject to UK and EU competition and regulatory rules governing the conduct of such societies both towards their members, prospective members and towards their licensees and prospective licensees.

In the UK, *PRS for Music's* licensing activities are governed by the Copyright, Designs & Patents Act 1988.

PRS for Music also complies with the terms of our respective constitution and membership agreements, applicable European legislation and any other relevant legal regulation that applies to collecting societies and UK registered companies.

About copyright and copyright law

Under the terms of the UK Copyright Act, *PRS for Music* is referred to as a licensing body. As such, it is subject to the provisions of that Act governing licensing activities, including relevant decisions of the independent Copyright Tribunal relating to the terms and conditions of licences and schemes operated by licensing bodies, including terms relating to pricing.

The Copyright Act specifies certain types of work that can be protected by copyright in the UK, including original musical works and literary works (defined as works, other than musical works, which are written or spoken or sung); and sound recordings.

In this code, we use the term musical work to refer not only to musical works as defined by the Copyright Act but to include any literary works associated with those musical works, such as song lyrics.

The Copyright Act gives certain exclusive rights to the owners of copyright works, such as the right to make copies of their works and to perform them in public. Exclusive means that these rights may only be authorised by the copyright owner or a third party, such as a licensing body, appointed by the copyright owner to do so on his or her behalf.

Without the authority or permission of the copyright owner a use would be an infringement of copyright, unless expressly permitted by the Copyright Act in its Permitted Acts section.

You can find out more about the Restricted Act and Permitted Acts and how they relate to music at: www.legislation.gov.uk/ukpga/1988/48

In music copyright, owners entrust the management of their rights to licensing bodies such as *PRS for Music*, allowing them to focus on creating new music rather than the management of their copyright.

Copyright arises automatically once a piece of music is created and documented or recorded (e.g. 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 author dies.

More about PRS and MCPS

PRS for Music manages two aspects of the copyright within music.

PRS licenses the performing right in a musical work, which governs the right to perform a musical work in public and to communicate it to the public.

MCPS licenses the mechanical right in a musical work, that is, the right to make a sound-bearing copy of that musical work, and then distribute it including by sale rental or lending to others.

For more information on PRS and MCPS, please visit: www.prsformusic.com/aboutus

Our governance

PRS

PRS is a company limited by the guarantee.

It is governed by a Board of Directors, each of whom has a statutory duty to promote the success of PRS for the benefit of the members as a whole.

The Board is comprised of 25 Directors, of whom 11 represent publisher members and 11 represent writer members. These directors are elected by the voting membership of PRS, in accordance with a ballot system prescribed by regulations, and their appointment officially approved at the annual general meeting. There are also two external Directors. An external Director is a non-executive Director who is not a writer or publisher member and is chosen to bring specialist business skills and independence to the board. Their appointments are approved by the members of the company at the annual general meeting. The only executive member of the PRS Board is the Chief Executive, whose appointment to the Board is also required to be confirmed by the general meeting.

www.prsformusic.com/about-us/governance

For more information about eligibility for appointment for, and the terms on which Directors hold, office, including provisions regarding the retirement of Directors, please see the PRS Articles of Association (35-62A) and regulations governing the conduct of a ballot: www.prsformusic.com/about-us/corporate-information#governance

MCPS

MCPS is a company limited by shares. Its primary shareholder is the Music Publishers Association (MPA). The individuals and organisation on whose behalf MCPS manage their mechanical copyrights are referred to by MCPS as members and whose respective rights and obligations in relation to MCPS are set out in the Membership Agreement [found here](#).

The company is managed by its board of directors which comprises six publisher members (of which three are major publishers), one writer member, one external Director and the Chief Executive. The Chairman of the MPA attends meetings of the Board in an observational capacity.

The Board is responsible, amongst other things, for ensuring that MCPS complies with its obligations under the Membership Agreement by using best endeavours to protect the rights mandated to it by individual members in the context of commercial policies adopted in the general interests of the members as a whole.

For information about the terms on which Directors may hold office, including provisions regarding the retirement of Directors, please see the MCPS Articles of Association [found here](#).

PRS for Music provides services to MCPS under a service level agreement.

For a list of PRS and MCPS current directors, please visit:
www.prsformusic.com/aboutus/governance

PRS for Music delegates much of its decision-making to committees and, in the case of PRS, an Executive Board. PRS has two governance committees; Audit; and Nomination and Remuneration. Commercial decisions relating to licensing and distribution are taken in committees made up mostly of publisher and writer member representative directors.

Commitment to transparency

We aim for transparency in all our dealings with members, licensees and all our stakeholders. We are committed to publishing as much information as we can to help everyone understand our business.

We currently publish these resources to help our members and customers:

- the PRS Membership Agreement (comprising the Constitution, the Rules and Regulations of PRS)
- the Constitution of MCPS and the MCPS Membership Agreement
- our latest full report and accounts – including a financial guide
- our Distribution Policy
- information about commission/administration rates and deductions
- our Complaints Procedure
- our Dispute and Duplicate Claims Procedures
- the rights administered by *PRS for Music*
- other collecting societies internationally that *PRS for Music* has agreements with to represent our members rights in their respective countries
- our current tariffs
- our Consultation Process
- our Ombudsman Report
- our Code of Conduct

You can find out more by visiting: www.prsformusic.com

Our members and licensees

We realise that our members and licensees will have different requirements and needs but everyone can expect a high standard of services from *PRS for Music*.

We commit to:

- deal with them fairly, honestly, reasonably, impartially, courteously and professionally
- ensure that trained staff know and understand the contents of this code
- deal with all stakeholders in a clear and transparent manner
- deal with complaints in accordance with our published procedures

You'll find this code split into two sections, one for our members and one for our licensees.

The Membership Code

Introduction

In this section we will set out our commitment to members, explain the ways we can best work together and clarify our complaints procedures.

It applies to existing and potential members of PRS and/or MCPS – all rightsholders who have entrusted or are proposing to entrust the management of the performing and/or mechanical copyright in their musical works to us.

The code also applies to other rightsholders who have a right to claim payment from *PRS for Music*.

Membership eligibility

PRS: Under the PRS Constitution, membership is open to songwriters, composers, music publishers and proprietors of the performing right in musical works and also successors (such as beneficiaries of the estate of deceased members, or trustees).

The criteria for admission are prescribed by the PRS Board.

More information on the eligibility criteria and application process at can be found here: www.prsformusic.com/join

MCPS: Membership of MCPS is open to anyone who owns or controls the mechanical right in a musical work, that is, the right to make a copy of the musical work.

The criteria for admission are prescribed by the MCPS Board.

You can find out more information about MCPS membership criteria here: www.prsformusic.com/join

Joining fee

There is an initial joining fee for both PRS and MCPS but no annual fees to be a member of either society. The current joining fees are detailed online: www.prsformusic.com/join

The purpose of the fee is to enable PRS and MCPS to cover some or all of the costs associated with the application process itself and registration of the new members' works on *PRS for Music's* copyright database. You can find out more about how *PRS for Music* covers the ongoing costs of providing membership services within this Code of Conduct.

The Membership Agreement

Both PRS and MCPS have their own membership agreements as part of the application to join but because many of *PRS for Music's* members are members of both PRS and MCPS, some terms and conditions are common to both.

PRS Membership Agreement

This is comprised of the PRS Constitution which is the Memorandum and Articles, the PRS Rules and Regulations and the membership agreement (which previously took the form of a Deed) under which members assign the performing right in their works to PRS.

MCPS Membership Agreement

Members sign a specific MCPS Membership Agreement known as MA2 and related annexes. The MA2 Membership Agreement details the terms and conditions entered into between MCPS and the member.

All of these are available online and hard copies are available on request.

Shared documents include this code, the complaints procedure and policies such as the Disputes and Duplicate Claims Rules.

More about membership of PRS and MCPS

PRS members

Membership of PRS does not automatically qualify a songwriter or composer to a share of the total royalty money collected. Royalty monies are paid only when a member's music is used and data obtained to demonstrate that use, such as a radio log or a play list from a live concert or gig. Royalties are distributed to members using our published distribution policies which are available to all members.

As members of Performing Right Society Limited, PRS members enjoy certain rights that are governed by the Companies Act and set out in PRS Constitution, including rights to attend and participate in general meetings if they are eligible to do so.

PRS has three categories of members: Standard (formerly Provisional), Voting (formerly Associate) and Principal Voting (formerly Full). Most members are classed as Standard on joining. If their earning levels reach certain thresholds, in accordance with qualifying criteria prescribed by the PRS Board and approved by PRS members in general meeting, they will be promoted to Voting, and then when applicable, Principal Voting membership.

Voting and Principal Voting members can attend general meetings and vote at those meetings. Principal Voting members also have weighted voting rights and are eligible for appointment to the PRS Board.

Every member of PRS is entitled to participate in distributions in accordance with PRS' published distribution rules. The rules are intended to ensure that whatever his or her category of membership, a member will receive distributions by virtue of the exploitation of his or her works, not the category of membership to the member belongs at the time of the distribution.

Details of the qualifying criteria for promotion to Voting and Principal Voting membership can be found on the [PRS membership categories](#) page.

PRS members' mandate

When joining PRS, members assign the ownership of the performing right in their musical works to PRS. An assignment is the legal term used to describe the means by which ownership of certain types of property, such as copyright, is transferred by one party to another. The assignment that PRS members are required to complete on joining PRS which covers the rights in both the musical works they have an interest in when they join and any musical works they may subsequently or later become interested in whilst they are a member. After the assignment, PRS automatically becomes the owner of the performing right in the works and has the exclusive right to authorise organisations, businesses and individuals to use the works. Where organisations, businesses and individuals unreasonably refuse to obtain a *PRS for Music* licence, we are authorised to bring an action for copyright infringement of the rights in our members' works in our own name.

As a general rule, PRS ownership of the performing right in the works lasts only for the duration of the songwriter or publisher's memberships, or sooner if the copyright within the work expires.

There are exceptions to this: please see pages 13 and 14 for more information on successors and termination.

In certain circumstances, a member may wish to withdraw their rights to directly license or otherwise exercise the rights themselves in one or more of their works. These provisions are set out in our Constitution Articles 7(f) (dramatic and certain other commercial uses), 7(g) (live performance of member's own compositions); and 7(h) (non-commercial uses of the performing right).

In general, the assignment covers the whole performing right within the musical works written and/or published by the member, but members can modify the assignment. For example, most members join PRS and assign the performing rights for the world but can apply to exclude countries. In addition, a member can exclude certain categories of rights (sometimes referred to as the GEMA Categories¹) in their works.

A list of the categories of rights concerned in so far as they affect the performing right in members' works is set out in Article 7(cA) of our Constitution:

www.prsformusic.com/about-us/governance

Also, members retain the rights to administer the grand rights in their works, that is, the rights within the performances of opera, musicals or ballet performances.

You can find more information about the rights administered by PRS here: www.prsformusic.com/help

¹ In 1972 the European Commission required that members of the German collecting society GEMA should have the right to assign their rights entirely to GEMA or to divide them by category among several authors' societies. It also stated that members could withdraw the administration of certain categories of rights after due notice at the end of each year and without losing membership status or incurring penalties. These categories came to be known as the GEMA Categories.

MCPS members' mandate

The relationship between MCPS and its members is governed by the mandate document. MCPS operates as an agent of its members, that is as a person who has been authorised by another (his principal) to act on his behalf, including issuing copyright licences. And, unlike PRS, no copyright is assigned by the member to MCPS; ownership is retained by the member.

Like PRS members, MCPS members can limit the territory of the mandate either on joining or at any time during their membership. However, the MCPS territorial mandate is automatically limited so as to exclude territories outside the UK when the rightsholder has appointed a sub-publisher for that overseas territory or is a member of a local collecting society.

MCPS members are also entitled to withhold certain rights, including the synchronisation of musical works for use in adverts and feature films, and the right to authorise the first recording of a musical work.

For a full list of exclusions, visit our website: www.prsformusic.com/help

PRS and MCPS administration and commission rates and other deductions

PRS for Music recovers running costs from royalties collected. Deduction rates are determined by the PRS and MCPS Boards and published on our website and included in distribution statements we send to members.

PRS: The extent to which PRS is entitled to deal with royalties and other income received is governed by PRS' Articles and Rules. PRS covers the cost of its general operations, including the collection and distribution of royalties, by deduction from the royalties received from its licensees. The percentage rate at which PRS makes such deductions is set by the PRS Board (Rule 2).

Where individual members request or require PRS to provide bespoke services over and above ordinary licensing and distribution activities, such as re-assigning rights to the member, the Articles permit the Board to require the member to contribute to PRS' reasonable costs of complying with such request (Article 11C).

The Articles permit the Board to make such a charge at a rate reasonable in the circumstances. PRS does not currently require members to make an annual membership fee but the Board periodically reviews this policy (Article 11B).

Other uses of PRS income

The purpose for which PRS may apply its income is governed by the Articles of Association and the Board (Article 47 and 48). The Board may make deductions for other purposes specified in the Articles, including contribution to charitable funds established for the benefit of members and the advancement of composition and performance of music.

The Board is also entitled to invest royalty receipts. The interest that it derives from such investments is known as non-licence revenue (NLR). NLR is also dealt with according to PRS' Rules and is normally distributed to members on a pro rata basis according to the members' earnings in the calendar year immediately preceding the distribution.

Non-licence revenue also covers any under recovery of administration expenses whereby previous administration deductions were not sufficient to cover costs. *PRS for Music* would deduct any adjustments to administration rates firstly from Non-licence revenue than raising future administration rates for members.

MCPS: The extent to which MCPS is entitled to deal with royalties received in return for its licences is governed by a combination of agency law and the Membership Agreement (Clause 7).

MCPS covers the cost of its operations from a commission rate. This rate is set by the MCPS Board and is published to members on our website:
www.prsformusic.com/help/help-with-my-statement/mcps-commission-rates

Rates may only be changed on six months' notice.

To ensure a smooth and transparent process for all our members, administration and commission rates are set to give a clear idea of what deductions they can expect in their royalties in any given distribution.

MCPS has no power to invest royalties once they have been computed due and distributable to its members and does not therefore generally distribute interest to rightholders. However, in certain circumstances, MCPS will pay or pass on interest to its members where either MCPS fails to distribute royalties by the due date or the licensee has paid interest to MCPS in respect of any failure to pay MCPS by the due date.

Termination of membership

PRS: Members may terminate their membership at any time on three months' notice, although the PRS Board may require notice to expire on 31 December, even if this is more than three months after notice is served. Details are outlined in Article 9 of the Constitution.

MCPS: Members can terminate their membership at any time on six months' notice or, provided notice is served within 28 days of notification by MCPS, in the event of a commission rate increase or introduction of a major code, scheme or licence which would affect a member's business.

We will always remind members of the implications of terminating their membership. For example terminating PRS membership could mean that a writer or composer would not

receive royalties when their music is played, performed or reproduced if they have not joined another collecting society. MCPS members who terminate membership would still be bound by any licence agreements that were in place before the decision to terminate, and any commission rates owed for the processing of royalty monies for those licences.

Both PRS and MCPS reserve the right to terminate membership under their respective membership agreements (Article 9 of the PRS Constitution; Clause 15 of MCPS Membership Agreement), including cases where the member has breached the provisions of this code relating to the conduct expected of members (see page 21).

Successor members

The most common form of MCPS and PRS successor member follows the death of a songwriter, composer or publisher member. At that point whoever is named as a beneficiary in the late member's will, becomes a member and receives royalties when their music is used.

For further information on the successor membership process please see our website: www.prsformusic.com/help

Distributions

Distribution policy for PRS and MCPS is set by its Board of Directors. The distribution policy is available in full online.

Frequency of distributions

PRS royalty distributions are made four times a year, in April, July, October and December. Royalties are allocated between the songwriters, composers and publishers of a musical work.

The allocations are often referred to as the 'PRS writer share' (distributed to and amongst the composer, lyricist and/or arranger interests in a work) and the 'PRS publisher share'. The PRS writer share is not to be less than 50 percent of the distributable fee in relation to a musical work.

MCPS royalty distributions occur monthly. They are allocated to the rightsholder of the mechanical right in the musical work. There is no songwriter/composer or publisher share as such, but MCPS will pay royalties to members who are songwriters and composers if they are unpublished and own the mechanical right in their musical work.

Unclaimed royalties

Details of how we handle PRS unclaimed or unmatched royalties are included in the PRS distribution policy.

Specifically for MCPS, unclaimed royalties - where we invoice and receive money for works where we cannot identify the member to pay - are placed into a members account. We proactively research the information available to us to identify the member and where we are successful, we release the money from the member ledger.

If after exhausting all avenues we are still unable to identify the member after six years, the amount is distributed with 100 percent commissioned applied, thereby allowing the company to use the funds to cover the expense of operating the business for the benefit of all members.

Commitment to PRS and MCPS members

This section sets out our commitment to all members (including potential members).

We aim to deal with members:

- fairly, honestly, reasonably, impartially, courteously and in accordance with our membership agreements
- transparently, by clearly explaining members' rights and the rights we administer on their behalf

We are committed to explaining this Code and/or in other documents referred to in it (and to keeping such materials updated and accessible):

- how to join *PRS for Music* and the procedures for doing so
- member rights and obligations
- the scope of the rights administered on members' behalf
- the territorial scope of our activities and the countries for which we have agreements in place with equivalent societies to represent our members' rights overseas
- members' ability to modify the rights they entrust to us and the territory for which they do so
- membership cancellation or modification
- our distribution policies, which include the basis on which we calculate the sums available for distribution; the frequency of distributions; and information about the deductions (and the purpose of such deductions) that we are required or authorised make from such distributions.

Our employees

We have trained and are committed to training our staff and representatives to ensure they know and understand the contents of this code and abide by its terms, including our commitments to members.

In particular, employees are aware of our procedures for handling complaints and resolving disputes and are clearly able to explain them to members.

Keeping members informed of key decisions

Further to the governance and decision-making principles outlined earlier in this code, *PRS for Music* follows these three steps when making decisions that affect members:

1. The PRS and MCPS Boards review and approve policy recommendations made by management or by a mandated sub-committee of the Boards.

2. As part of the review and where relevant, the Boards take into consideration any financial implications through impact analysis on the membership and will recommend implementation plans as appropriate.
3. A full communication plan to inform the affected membership is undertaken, using the usual communication channels as appropriate. These may include email, post, phone, **M** magazine and the *PRS for Music* website.

Member services

Answers to frequently asked questions can be found on our website and with the aid of our online query assistant. For more complex queries, members can contact our Member Services team. They need their membership CAE number along with the specific information relating to their query and in the case of missing monies, details of music usage.

Our PRS and MCPS service standards

Members can expect our staff to be courteous and professional at all times. Our service standards are routinely subject to review and any changes and improvements will be updated through our website and other member communication channels.

We will acknowledge or answer service requests from members within two working days.

If a complete answer is not possible within this time, as we progress the service request, we will aim to send the member further updates explaining the action taken to resolve the enquiry and outline the next steps.

Work registrations

In order for *PRS for Music* to be able to distribute royalties, members need to register their works with us using our online registration service:
www.prsformusic.com/login

or via the standard international file format CWR (Common Works Registration). Publishers also need to register their agreements using this service.

Registrations are processed according to our service standards:
prsformusic.com/servicestandards

If a work is subject to a conflict, such as a duplicate claim, then the relevant policy will apply. See our website for more information:
www.prsformusic.com/works/counterclaims/disputes-and-duplicate-claims

From time to time we upgrade our systems and, if we have to suspend a service standard, we notify members in advance.

If things go wrong

We know that from time to time, despite our best efforts, things can go wrong.

Members who feel they have been dealt with incorrectly can contact us by post, phone or email.

Making a complaint

If we have been unable to resolve the concern to the member's satisfaction, in the first instance, members should follow our complaints procedure, which is set out below and available on our website:

www.prsformusic.com/help/complaints/i-have-a-membership-complaint

We take all complaints seriously and view them as a way to better understand members' needs and improve our service levels where possible.

Our complaints procedure can be used if a member believes that we:

- have not complied with our published service standards
- have not applied stated policy (all applicable policies are available online) or followed a stated procedure (including any procedures referred to in this code or that we may otherwise have published from time to time, relating to the termination of membership)
- have not applied a provision of this code or our complaints procedure
- have not followed due process in setting a policy and this has adversely affected the administration of their rights
- have not complied with a provision of the membership agreement

How to complain

Members should complete the complaints form, provide any supplementary documentation and address the complaint to:

Member Services Complaints
PRS for Music
1st Floor, Goldings House
2 Hays Lane
London SE1 2HB

We will acknowledge the complaint within five working days. More information can be [found on our website](#).

What happens next?

We will send a full response within 15 working days from receipt of the complaint. In cases where compensatory payment is sought, the response will also confirm the

payment of compensation or will detail the reasons why we feel payment should not be made.

Hopefully this will resolve the complaint. However, if a member is unhappy with the response, they should write within 28 days to the Head of Member Services stating their reasons.

The Head of Member Services will respond in writing within five working days from receipt of the letter and will either:

- confirm or vary the earlier decision and advise on their right of redress; or
- advise that a further response will be given once further advice has been obtained and provide an indication of the likely timescale to reach a final decision

If we have completed our investigation and provided a written response, we may confirm there is nothing more we can do under our complaints procedure.

Further action

Once we have confirmed that there are no further actions we can take (we sometimes call this a “deadlock” letter), members have the option to refer the matter to an independent Ombudsman within 60 days, provided any compensation claimed does not exceed £5,000. They may also refer the matter to the Ombudsman if four months have passed since originally raising a formal complaint and they have not received a satisfactory response in accordance with the complaints procedure.

Dispute Resolution Ombudsman,
Premier House, 1-5 Argyle Way,
Stevenage, Hertfordshire. SG1 2AD

The Ombudsman can be contacted on: 0333 241 3209
or email: info@disputeresolutionombudsman.org

Or see the website:

www.disputeresolutionombudsman.org/pp1-prs/

The Ombudsman has the power to investigate complaints within its remit, including whether due process has been followed. Following its investigation, the Ombudsman will communicate its provisional recommendation to all parties. If the provisional recommendation is accepted by both parties, this will then form the Ombudsman’s final decision. If neither *PRS for Music* nor the member accepts the provisional findings, the Ombudsman will, after considering further representations from the member concerned, issue a reasoned final decision and, where the member’s complaint is upheld, impose a remedy. This may include an award of compensation and requirement for *PRS for Music* to provide an explanation or apology for the behaviour complained of. If the member accepts that final decision within the acceptance period specified by the Ombudsman, *PRS for Music* will comply with the remedy within 28 days of the Ombudsman’s notification.

The Ombudsman does not have the ability to review company business, operations and policy within the remit and responsibility of the PRS or MCPS Boards, but may invite the

Boards to consider certain facts and circumstances in any subsequent review of policy or procedure.

PRS and MCPS member obligations

It is the member's responsibility to ensure they act in accordance with the terms and conditions set out in the membership agreement, and they do not:

- provide false or misleading information in relation to their musical works and agreements
- behave in a rude or unpleasant way with staff
- make unreasonable demands upon *PRS for Music's* time and resources

We also expect members to:

- promptly and fully register their musical works
- check the accuracy of their distribution statements
- notify us of any changes to catalogues as soon as possible

In the rare cases where members do not comply, staff may be forced to take the following steps in conjunction with PRS or MCPS Boards:

- write to the member formally notifying of the alleged breach, providing a full account of the specific infringements or misconduct and setting out expectations of the member
- the member may be invited to respond in writing to the formal notice within 30 days
- in instances where the member disputes the statement of facts contained within the official warning, or unreasonably refuses to cooperate, we will prepare a formal case incorporating the formal warning and any member response and will place it before the PRS or MCPS Board
- the Board will consider the response received from the member and will take such action as it sees fit which may include the following:
 - a. withdrawal of the official warning
 - b. payment of a fine and/or related expenses
 - c. withholding distributions
 - d. a caution, warning or admonition
 - e. termination of membership

The Board must put in writing its decision to the member and give reasons for it. If the member involved believes that the process has not been followed, a referral can be made to the Ombudsman.

The Ombudsman has the final decision on whether the process has been followed and can recommend that the Board review its decision, though it has no power to overturn the Board's decision.

Please see our [Code of Conduct Member Policy](#) for more information.

Contacting us

We have a website which is designed to provide answers to most of the common questions we receive.

The services available online include:

- register/amend musical works
- register/amend agreements
- search our database
- manage duplicate claims
- report live performances
- check unpaid performances
- new works research
- search cue sheets
- search online licensees

To register for an online account, members should click on the 'sign up' link on the top right of our homepage. From here they can open an account through an online request form. We will endeavour to authorise applications within 24 hours.

Phoning us

Members can speak to our Member Services team on **020 3741 4801** (songwriters and composers) or **020 3741 4848** (publishers), Monday to Friday, 9am to 5pm.

Writing to us by email or post

Members can email us:

writerquery@prsformusic.com (songwriters and composers)

publisherquery@prsformusic.com (publishers)

Or write to us by post:

Member Services
PRS for Music
1st Floor, Goldings House
2 Hays Lane
London SE1 2HB

Privacy and personal information

PRS for Music is required to comply with the Data Protection Act 1998 and related laws and regulations in so far as they apply to our membership and rights management activities. This includes acquiring and using information we hold about members fairly and lawfully, using it for purposes for which members provide it or have otherwise agreed we may use it; and taking appropriate steps to keep it safe.

Generally, we may use the information they provide to us (including any personal data such as names and contact details) in order to provide membership services, including for such purposes as, processing applications for membership and registering members; dealing with any queries about membership; distributing and considering claims for distributions of royalties; enforcing the rights authorised to us to administer under the terms of the Membership Agreement; and informing members of services, including services provided by third parties, that may be of professional or personal benefit.

This may involve exchanging information with other music industry organisations and collecting societies around the world, where required in the course of providing membership services. It may also involve exchanging data with agents or representatives authorised to deal with us on matters on members' behalf. As a result we may need to allow these companies to process personal information but they may only do so in accordance with the instructions we give them and to the extent that those instructions relate to things that matters that we are entitled to do in relation to members' information; and consistently with the provisions of the Data Protection Act.

The terms of the membership Agreement may also contain specific details or obligations relating to members' information and how it will be used by us.

Where properly requested to do so, we may provide information to prevent and detect crime and where we have to do so by law (for example, under the terms of a court order) or in response to requests properly made by persons acting under legal powers.

Details of our website privacy policy, including our use of cookies, can be found online.

If members subscribe to our member publications, they will always have the option to unsubscribe and details of how to do this are provided each time the publication is sent out. We will never provide members' details to third parties for marketing purposes.

The Licensee Code

Introduction

This part of the Code of Conduct sets out our commitments to existing and prospective licensees, who include a wide range of UK businesses including shops and pubs, television and radio stations, and CD manufacturers and online streaming services.

This section explains the ways we can best work together and clarifies our licensing complaints procedure. It also describes what we expect from licensees that use our members' musical works.

The code applies to PRS and MCPS as they both grant and administer licences to individuals, businesses and organisations that use musical works in *PRS for Music's* repertoire in the UK.

Our licences

We license hundreds of thousands of businesses, organisations and individuals that use copyright musical works in one or more of the following ways:

- By performing musical works in public to customers and staff and by way of live performance and in recorded form (including by TV or radio). Our public performance licensees range in scale and activity from concert halls, hotels, bars and nightclubs to retailers, offices and village halls, and from ships to airlines for their in-flight entertainment.
- By communicating musical works to the public by means of terrestrial, satellite and online broadcasts, and by making them available in on demand services. Our licensees include all major national radio and television terrestrial and satellite broadcasters as well as online services.
- By recording the musical works to offer copies for retail sale and distribution to the public, synchronising them onto film soundtracks and other audiovisual productions or communicating them to the public and public performance.

For more information about the music covered by our licences see our website.

Production music sound recordings

MCPS also licenses the performing right in production music sound recordings. A production music sound recording is a recording of music, also known as library music, which is normally used as a soundtrack to audiovisual productions. You can find out more about our production music services at: www.prsformusic.com/PM

The public playing and communication to the public of commercially recorded sound recordings is administered by PPL (Phonographic Performance Limited).

Adaptations

PRS for Music licences do not cover the right to make adaptations of copyright musical works unless they are made with the consent of the rightsholder, or if the musical work is out of copyright.

The right to adapt a copyright musical work is generally retained by the rightsholder, usually the publisher.

To find out more about musical work clearance, visit our website: www.prsformusic.com/trackclearingservice

MCPS grants licences to copy lyrics of songs to display on screens for karaoke machines. MCPS does not otherwise license the copying of printed music or lyrics. See further details on page 25.

Visit our website for more information:

www.prsformusic.com/licences/using-music-online/online-karaoke-services

Our tariffs and licences

The musical works of the songwriters, composers and music publishers we represent are the accompaniment to film and television programmes, played on radio stations, performed live and used in businesses as diverse as pubs and factories. They are also bought, streamed and subscribed to in a range of digital services and physical products. *PRS for Music* offers a range of licensing solutions for anyone wishing to use copyright music.

We aim to make our licensing simple, quick and cost effective while ensuring those that have created and published that music can earn a living and continue to make great music that is enjoyed and used in the UK and around the world.

Performing music in public

The performance of a copyright music to individuals outside of the music user's home or domestic circle is regarded in copyright law as a "performance in public" for which a *PRS for Music* licence may be required. *PRS for Music* licences are available to cover a wide range of music uses across a wide variety of organisations including, for example, shops, restaurants, pubs, offices, community use and at music festivals.

Obtaining a public performance licence from *PRS for Music*

PRS for Music grants public performance licence through PPL PRS Limited, a joint venture company established with [Phonographic Performance Limited](#) to carry out licensing activities on behalf of the two societies. Full details of *PRS for Music's* tariffs (our royalty rates), standard terms and conditions of licence and other terms are required to be and are published on the PPL PRS website: <https://pplprs.co.uk/>

Broadcasters and online services

We license a range of services including radio stations, television stations, websites, download and streaming services.

We operate a range of licensing schemes tailored for broadcasters, independent production companies, mobile providers and online services. These licences cover both performing rights and mechanical rights as required.

Details of all of the licences offered, the conditions of use, and the costs are all detailed online:

www.prsformusic.com/licences/using-music-online

www.prsformusic.com/licences/broadcasting-music-on-radio

www.prsformusic.com/licences/broadcasting-music-on-tv

Copying music

We license a range of physical products including CDs, vinyl, DVDs, karaoke products and music covermounts for newspapers and magazines.

Our MCPS licences cover the mechanical rights in music or put simply the right to make and distribute copies such as CDs or DVDs.

Royalties are generally payable either at point of manufacture or on a quarterly basis, depending on the scheme.

More details about our MCPS licences are available online:
www.prsformusic.com/licences/releasing-music-products

MCPS also operates the MCPS Production Music library which provides production music (also known as library music) for TV or radio adverts, feature films, websites and even viral marketing campaigns.

More information about production music can be found online:
www.prsformusic.com/licences/using-production-music

The public playing and communication to the public of commercially recorded sound recordings is administered by PPL (Phonographic Performance Limited).

Exclusions

In some circumstances *PRS for Music* may not control all the rights you need to use music in your business. If that's the case, we'll let you know and explain what you need to do to obtain these additional rights.

For example, *PRS for Music* does not license rights known as grand rights. These include rights to music used in live operas, ballets and musicals; you'll need to obtain permission directly from the publisher of the music in question.

Neither does *PRS for Music*, through MCPS, license the copying or manufacture of printed music. Schools can obtain a limited licence to copy printed music from the Copyright Licensing Agency Limited (see www.cla.co.uk/cla-schools-licence) which acts on behalf of the Music Publishers Association. If you wish to produce scores of musical works or to make physical copies or electronic copies of musical scores, then you'll need to get permission directly from the publisher.

In some circumstances *PRS for Music* may not be able to provide access to the full musical repertoire you need, for example in the case of an online music service that needs to operate across many European countries. Again where we don't control the whole repertoire we will explain to you what you need to do to obtain permission.

In all circumstances our licence terms and conditions will explain the detail of what your licence includes and also what it doesn't.

Setting and reviewing our tariffs, schemes and royalty rates

In proposing new or material amendments to licensing schemes, *PRS for Music* will consult fairly, reasonably and proportionately with our licensees and/or their representative bodies and recognised trade bodies, wherever practicable and depending on the scale and scope of the proposed change. Changes can be broadly grouped as follows:

- Annual inflation adjustments

- Cosmetic changes: making them clearer without any changes to the amounts charged
- Minor changes: this may impact the amount customers pay but would only be small increases/reductions or impact a small number of customers.
- Major changes: these would typically require a consultation period as outlined on our website

Our licensing schemes are only issued after they have been approved by our Boards. The Copyright Tribunal has jurisdiction over all existing and proposed schemes operated by *PRS for Music* and we aim to set reasonable terms and to apply and administer our schemes fairly and consistently.

We reserve the right to review our terms and conditions of licensing, including our charges, from time to time. Our consultation processes vary depending on the rights and customer groups being considered and the extent of the changes proposed. Details of our consultation processes and any current tariff consultations on our website at: www.prsformusic.com/customerconsultation

In addition, the published and proposed licensing schemes operated by us may be referred to the independent Copyright Tribunal, which has power to set royalty rates and other licence terms so as to ensure that they are reasonable in the circumstances. Tariffs or licensing schemes that are the subject of a Tribunal order cannot be varied unilaterally by us without the consent of the Tribunal. For more details about the Copyright Tribunal and its jurisdiction see: www.ipo.gov.uk

Working with agents and other bodies

Although we conduct most of our UK business directly, some aspects of our licensing and related operations are carried out by third parties on our behalf.

We require all our agents to adhere to this code, as well as any other relevant or applicable industry codes governing best practice for the sector in which they operate.

In some sectors, such as the educational sector, licences for PRS and/or MCPS rights are obtained through specialist collecting management organisations and industry bodies including Educational Recording Agency, Centre for Education and Finance Management, and Christian Copyright Licensing International. Where these organisations have developed their own codes of conduct, they are compliant with our principles or if no code exists they follow the *PRS for Music* Code of Conduct.

Phonographic Performance Limited (PPL) and *PRS for Music* – PPL PRS Limited

PRS for Music collects and distributes fees for the use of musical compositions on behalf of songwriters, composers and music publishers.

Another collecting society, PPL, collects and distributes fees for the use of recorded music on behalf of record companies and performers. In most cases, the use of sound recordings will require licences from both *PRS for Music* and PPL.

While remaining separate, independent organisations, in 2017 *PRS for Music* and PPL established a joint venture company PPL PRS Limited to carry out licensing activities on their behalf. You can find out more about PPL PRS Ltd, including details of the company's own customer Code of Conduct at <https://pplprs.co.uk/governance/>

Commitment to licensees

This section sets out our commitment to prospective, new or existing licensees.

We aim to deal with licensees:

- fairly, honestly, impartially, courteously and in accordance with the terms of our licences, licensing schemes, tariffs and codes
- transparently, by clearly understanding and explaining music licensing requirements

In proposing new or significant amendments to tariffs or licensing schemes, we will conduct fair, reasonable and proportionate consultations and negotiations.

We are committed to explaining and providing accessible information on the following:

- the rights covered by our licences
- the terms and conditions of our licences
- our licensing schemes
- the way we calculate royalties payable under the licence, how we collect royalties from you and how we process licensing income for the purposes of making distribution to members

We never ask organisations, businesses or individuals to take out licences for rights they do not need to be able to use our repertoire lawfully. In regard to other licences that may be required, it remains the responsibility of the user to ensure that all legal obligations are met.

We do not insist organisations, businesses or individuals obtain or maintain a *PRS for Music* licence if they do not wish to hold one, but we may make them aware of the legal consequences of continuing to use our repertoire unlicensed.

Our employees

We have trained our staff, representatives and agents to ensure:

- They know and understand the contents of this code and abide by its terms, including our commitments to licensees
- When dealing with licensees and potential licensees, they are able to provide, or direct the user to, clear information about our licences
- For new licences concluded over the telephone (distance sales licences) information about cooling off periods and payment options. We provide the option to pay for a licence by phone but do not require this at the time of concluding the licence.

In particular, employees are aware of our complaints procedure and are able to explain it to licensees and members.

Licensee obligations

The Copyright, Designs and Patents Act 1988 requires organisations, businesses and individuals to obtain permission from the rightsholder before they use copyright music or do any of the following:

- copy the musical work
- issue copies of the musical work to the public
- rent and lend the musical work
- perform the musical work in public
- communicate the musical work to the public
- adapt the musical work and do any of the above in relation to such adaptation

When taking out a licence, licensee rights and obligations are set out in the standard terms and conditions of the licence.

If licence payments become overdue, we will contact the licensee by post, email or telephone, to remind them. If payment is still not received, we may refer the account to a debt collection agency.

Licensees that unreasonably refuse to provide details of their music use may be in breach of contract and we may take further action. As a last resort this may include legal action.

It is the responsibility of licensees to ensure they have an up-to-date *PRS for Music* licence. Licensees can always check what repertoire *PRS for Music* controls by looking on our website. We provide access to the ISWC database that is the most comprehensive record of all copyright works available.

Organisations, businesses or individuals using copyright music without a licence could be liable for infringement of copyright and we reserve the right to take action.

If we have reason to believe that an organisation, business or individual is using music and has not taken out a licence, we may collect evidence.

We will never try to collect infringement evidence until we have asked the organisation, business or individual to take out a licence and they have unreasonably refused to do so.

Contact with licensees

We may contact licensees and music users from time to time, generally under the following conditions:

When music users don't have a *PRS for Music* licence:

It is the music user's responsibility to ensure they have the appropriate licence if they use our members' music.

Public Performance Licensees and Users

PRS for Music's licensing activities and operations are conducted on its behalf by PPL PRS Limited. The company publishes information about how and when it may contact users on its website at <https://pplprs.co.uk/> and its own Code of Conduct at <https://pplprs.co.uk/governance/>

Other Users (e.g Broadcasting and Online)

- It is the music user's responsibility to ensure they have the appropriate licence if they use our members' music.
- We contact organisations and individuals that do not have a *PRS for Music* licence to see if they need one. We can't always know if an organisation or individual needs a licence without asking.
- If a licensee does not have a dedicated account manager, where possible, we send a letter or email first when carrying out licensing campaigns.
- Music users who receive a telephone call from us without having received an introductory letter or email first can ask for the relevant information to be emailed or posted out to them before talking to us.
- Where we can arrange a licence quickly and easily over the telephone, we will do so.
- Music users who tell us they are not using our music should not receive our introductory letters or emails again within a six month period. However, we may contact them again following the six month interval to determine whether their circumstances have changed. We reserve the right to make contact sooner if we have reason to believe our music is being played or to check that your circumstances have not changed.

Existing licensees with a *PRS for Music* licence:

- We contact licensees from time to time, to renew their licence, review music use details, request music and/or sales reporting, collect licence fees, or enquire about other licensing requirements.
- For licences renewed annually, we contact our licensees by email, post, telephone or in person to complete the review.

- At their licence review, licensees should tell us if their music use was more or less than they had planned during the previous licence year.

We may contact organisations, businesses and individuals by email, telephone, post or in person. In accordance with applicable laws and regulations, telephone calls to or from *PRS for Music* may be recorded for training and quality purposes.

Contacting *PRS for Music*

Prospective and existing public performance licensees should contact PPL PRS Limited at <https://pplprs.co.uk/>

Other prospective and existing licensees should contact *PRS for Music* us by phone, email or post. However, to make a complaint, they should follow our complaints procedure, outlined below.

Phoning us

A comprehensive set of contact numbers is available on [our website here](#)

Calls may be recorded to ensure we provide an accurate and consistent service and for training and security purposes. We will always inform callers if the conversation is being recorded.

We deal with matters immediately if we can. If we cannot resolve a query straight away, the caller can expect us to do so in a reasonable timeframe, normally within 10 working days.

For licensees with an account manager, we recommend contacting them in the first instance. In all other cases, interested parties should contact our customer services teams who will be able to direct your call appropriately.

Writing to us by post or email

Interested parties can write to us at:

Customer Services - Licensing
PRS for Music
1st Floor Goldings House, 2 Hays Lane,
London
SE1 2HB

Interested parties can email us at:

applications@prsformusic.com

For the majority of our licensees, who do not have a specific account manager, we will acknowledge receipt of emails and send a reply within 10 working days. If we are unable to reply in full within that time, we provide an indication of when to expect a full response.

If things go wrong

We know that from time to time, despite our best efforts, things can go wrong.

We aim to rectify errors and resolve any confusion as soon as possible. Licensees who think there has been an error or that they have been dealt with incorrectly, can contact us by email, post or phone.

Errors will be, wherever possible, corrected straight away. Where this is not possible, we aim to resolve the matter as quickly as possible and normally within 10 working days. We will keep licensees updated on our progress if, for any reason, we are unable to resolve the matter within this period.

If we believe an error hasn't been made, our employees will provide a full and clear explanation.

Making a complaint

Licensees should follow our complaints procedure which is designed to be simple and quick and can be used if the licensee believes that:

- we have failed to follow our own procedures, including any undertakings to licensees detailed in this code
- we have charged them incorrectly
- we have been discourteous or unprofessional
- we have unreasonably delayed or failed to take action
- we have given them wrong or misleading information

If the complaint is about the terms and conditions of our licences, or about any other matter not mentioned above, we will endeavour to address it.

The Ombudsman does not have jurisdiction to investigate complaints in which compensation claimed is over £5,000 or if it relates to a matter of commercial policy or copyright law, including the terms and conditions of our licences or licensing schemes. Where the complaint would be more properly dealt with by the Copyright Tribunal (because for example, it is a complaint about our charges or other terms and conditions of our licence or licensing scheme applicable to you) or a court or another judicial or regulatory body, we will explain this.

How to complain

Write to:

Commercial Partnerships Team
PRS for Music
1st Floor Goldings House, 2 Hays Lane,
London
SE1 2HB

We will acknowledge the complaint upon receipt of the letter and advise if the complaint is not considered within the scope of our complaints process.

We will then send a full written response within 20 working days of receiving the complaint. If a licensee is unhappy with the response, they should write to the Director of Licensing (at the above address) stating their reasons.

All complaints addressed to the Director of Licensing will be reviewed by a senior manager. The Director of Licensing, or relevant senior manager, will respond in writing within 10 working days from receipt of the letter and will either:

- confirm or vary the earlier decision giving reasons for doing so, or
- advise of any further actions being taken regarding the complaint and the associated timescales

If we have completed our investigation and provided a written response, we may advise that there is nothing more we can do under our complaints procedure (we call this a deadlock letter).

Following a response to a complaint, we will consider the matter to be concluded unless we receive further correspondence within 10 working days, or as advised in our correspondence.

If your complaint concerns PPL PRS

PPL PRS operates its own complaints process. You can find details of this on the company's website at <https://www.disputeresolutionombudsman.org/members/prs>

Further action

Once we have sent you a deadlock letter, licensees have the option within six months to refer the matter to Ombudsman Services: Copyright Licensing. A licensee may also refer the complaint to the Ombudsman if after nine months have passed since first making a written complaint and the matter has not been resolved to the licensee's satisfaction.

The Ombudsman can be contacted on:
0330 440 1601

Or see the website:
www.ombudsman-services.org

We will abide by the Ombudsman's final decision and put in place any remedy the Ombudsman requires. The Ombudsman may ask us to provide an apology or explanation, put right any errors and/or pay compensation.

The Ombudsman will accept complaints within its remit and under this code. The Ombudsman has no jurisdiction to consider or investigate complaints about our commercial policy, including our tariffs, or matters of copyright law. Where a complaint concerns the process that we followed in arriving at particular tariff, the Ombudsman's jurisdiction is confined to the question of whether that process was followed in relation to the individual complainant, not to its outcome.

Privacy and personal information

We are required to comply with the Data Protection Act 1998 and related laws and regulations in so far as they apply to our licensing and related rights administration activities. This includes acquiring and using information we hold about licensees fairly and lawfully, using it for purposes for which they provide it or have otherwise agreed we may use it; and taking appropriate steps to keep it safe.

Generally, we may use the information that licensees provide to us, including any personal data such as names and contact details, for the purposes of exercising and enforcing our copyrights and administering the terms of our licences. This may include contacting licensees for the purposes of verifying music use under the terms of our licence or establishing whether a licence is required.

We sometimes use other parties to provide services to us in relation to the enforcement of our rights and administration of our licences. As a result we may need to allow these companies to process personal information but they may only do so in accordance with the instructions we give them and to the extent that those instructions relate to things that we are entitled to do in relation to that information; and consistently with the provisions of the Data Protection Act.

The terms of a *PRS for Music* licence may also contain specific details or obligations relating to information and how it will be used by us.

Where properly requested to do so, we may provide information to prevent and detect crime and where we have to do so by law (for example, under the terms of a court order) or in response to requests properly made by persons acting under legal powers.

Details of our website privacy policy, including our use of cookies, can be found on our website.

More about the *PRS for Music* Code of Conduct

PRS for Music was the first collecting society in the UK to introduce codes of practice. The Code of Conduct for Public Performance Sales was first published in July 2009, with our Code of Practice for Members published the following year.

The code was updated in November 2012 to include all UK licensing and membership activities, following further consultation with representative bodies and the Ombudsman, and to comply with the British Copyright Council's (BCC) Principles for Collective Rights Management Organisations Codes of Conduct.

This code is voluntary and does not form part of any contract between members, licensees or interested parties and *PRS for Music* or its constituent companies. From time to time, we may change the standard terms and conditions of our licence, including the tariffs and charging policies which we use to calculate the licence fees payable. For any comments or queries about our standard terms and conditions please contact: codeofconduct@prsfmusic.com

Evaluating the Code and compliance with the Code

Compliance with the Code and other reporting requirements

We will publish annually in or around April a report on:

- information about our performance against the code, including information on complaint levels
- our principal licensing, distribution and governance arrangements

In addition, the Ombudsman will publish an annual report on complaints received from and investigated on behalf of our members and licensees.

We will conduct a formal review of our Code of Conduct, including our complaint handling and dispute resolution procedures at least once every three years in consultation with representative bodies and the Ombudsman. We may also review and revise the Code, including any complaint handling and dispute resolution procedures, within that time frame in order to meet minimum standards applicable to UK collecting societies that may from time to time be published by the Government and other relevant regulatory bodies

Access to this Code

Anyone who needs assistance to access the information in this document, for example, if they are visually impaired or have difficulty using the internet, should make us aware of their needs, and we will do everything we can to help.

PRS for Music
1st Floor Goldings House,
2 Hays Lane,
London SE1 2HB

T: +44 (0)20 7580 5544

prsforsmusic.com

