

PRS for MUSIC
DIGITAL MUSIC SERVICES LICENCE

The Digital Music Licence For Business is designed for businesses making music available digitally as part of a service from which no revenue is derived from the use of the music and/or content containing music, whether by way of payment from users, or by way of advertising revenue, or in any other way in which the revenue derived is closely linked to the music and/or content.

The following information must be supplied as part of the application process:

- Company name / charity / sole trader name etc.
- Company / charity number
- Licensed service e.g. www.test.co.uk
- Licensed activity e.g. streaming, clips
- Licence fee
- Start of licence term / expiry date

Key features

The following explanation of key features is for information only, and shall not form part of your contract. Details of the licence terms and conditions should be read in full. Your contract shall be made up of your Application Form, the Commercial Terms as set out below, the Digital Music for Business Licence Special Conditions, and the Digital Music Licences Standard Terms and Conditions.

You can purchase blocks of usages of different types of music content to make available digitally from your website or platform.

Categories of usage are broken down into the following:

Clips – clips of up to 30 seconds of audio only or audio visual content (except where the musical work used is of 10 minutes duration or longer, in which case the clip may last no longer than 60 seconds). Each clip viewed or downloaded by each user will constitute one clip from your allocated allowance.

Streams – means the streaming of each musical work or item of content where the user cannot choose when to start or stop the musical work or item of Content. This is effectively akin to online linear broadcaster. Each stream received by a user will constitute one stream from your allocated allowance.

On Demand (Non-Music Focused Content) – means the 'on demand' streaming of non-music focused Content where the user is able to choose when to start and stop the item of Content. Content made available under this category must not be content which is specifically music focused such as an audio only song, a music video, content about a specific artist or writer, or similar types of music specific content.

Download (Non-Music Focused Content) – means either a conditional or permanent download of non-music focused Content. Content made available for download under this category must not be content which is specifically music focused such as an audio only song, a music video, content about a specific artist or writer, or similar types of music specific content.

Where you require more than one category of music use, you will need to purchase an additional block. For example, if you would like to make available up to 1,000 30-second clips of audio only musical works, and up to 6,500 on demand streamed hours of General Entertainment Content, you will need to purchase one £352 block for the 30-second clips, and a further £176 block for the General Entertainment On Demand Streams.

No synchronisation rights are granted under this licence.

Your licence shall be for 12 months, after which point it shall automatically terminate and you will need to purchase a new licence if you are continuing to operate your service.

This licence can be prorated if you do not require a full year (subject to £94 +VAT minimum fee), provided you have stated in your Application Form the reduced licence period that you require. Once you have purchased your licence, this term cannot be reduced, and no refunds will be given.

Restrictions & Exclusions

The proposed licence does not permit you to use any works in advertising campaigns, sponsorship, or in corporate videos for conferences, B2B promotional use, or any product launches etc. without obtaining a separate synchronisation licence from the relevant rightsholders. Synchronisation rights may be obtained under a separate licence either directly from the rightsholders or via our website where we are mandated to do so.

This licence does not cover any public performance rights and should not be confused with Tariff I – Music in the Workplace, administered by PPL PRS, which applies to the public performance of audible background music for employees in workplaces such as offices and factories.

Music usage excluded from the scope of this licence is:

- Any usage of music or content containing music where revenue is derived that is closely linked to the music and/or content
- streaming, on demand or downloading of Podcasts
- Webcasting of Internet radio stations
- Streaming, on demand or downloading of content for education
- Streaming, on demand or downloading of fitness content
- Streaming, on demand or downloading for the purpose of Worship
- Streaming, on demand or downloading of music focused content
- Music downloads

Organisations creating or providing any of these services will be required to take out a licence under the relevant licence scheme.

COMMERCIAL TERMS

Digital Music Business For Business – Rates and Maximum Usage Allowances

	£176	£352	£528	£704	£880	£1,056	£1,232	£1,408	£1,583	£1,759
Clips	500	1,000	1,500	2,000	2,500	3,000	3,500	4,000	4,500	5,000
Streams	180,000	360,000	540,000	720,000	900,000	1,080,000	1,260,000	1,440,000	1,620,000	1,800,000
On Demand (Non-Music Focus) (hours of content)	6,500	13,000	19,500	26,000	32,500	39,000	45,500	52,000	58,500	65,000
Download (Non-Music Focus) (hours of content)	360	720	1,080	1,440	1,800	2,160	2,520	2,880	3,240	3,600

The above Royalty Fees will be adjusted by inflation each year on the anniversary of the launch (1st / 2nd Jan).

SPECIAL CONDITIONS

1. Scope

1.1 These special conditions apply to the Digital Music For Business Licence. These conditions shall be incorporated into, and should be read in conjunction with, the general Digital Music Licence standard terms and conditions, available to review from the PRS for Music website (www.prsformusic.com), as updated from time to time. In the event of a conflict between the general Terms and Conditions and these Special Conditions, these Special Conditions shall take precedence.

2. Definitions

“Excluded Service” means either:

- (a) any service (or the relevant part of a service) which falls within the scope (from time to time) of any of the following MCPS/PRS licensing schemes:

- (i) MCPS – Karaoke and MIDI scheme;
- (ii) MCPS – Music-on-hold scheme;
- (iii) MCPS & PRS – Music Services B2B;

- (iv) MCPS – Premium Telephone Line Services scheme;
- (v) PRS – Premium Telephone Line Services scheme;
- (vi) MCPS & PRS Joint Ringback scheme;
- (vii) MCPS & PRS B2B Music Preview scheme;
- (viii) MCPS & PRS Joint Digital Fitness scheme;
- (ix) MCPS & PRS Joint Digital Schools scheme;
- (x) MCPS & PRS Joint Further & Higher Education scheme;
- (xi) MCPS & PRS Joint Digital Worship scheme; or

(b) any service which is a:

- (i) General Entertainment Download Service;
- (ii) General Entertainment On Demand Service;
- (iii) Interactive Webcast Service;
- (iv) Music Download Service;
- (v) Music Download Karaoke Service;
- (vi) Music On Demand Service;
- (vii) Music On Demand Karaoke Service;
- (viii) Online Worship Service;
- (ix) Podcasting Service;
- (x) Webcast Service,

each as defined in the Digital Music Licences Standard Terms and Conditions.

"Permitted Service" means a service in which no revenue is derived from the use of Repertoire Works and/or Content containing Repertoire Works, whether by way of payment from Users, or by way of advertising revenue, or in any other way in which the revenue derived is closely linked to the Content, subject always to the limits as set out in AFL.

Notwithstanding the meaning set out under the Digital Music Licences Standard Terms and Conditions, for the purpose of the Digital Music for Business Licence, **"User"**, means a natural person in the Territory who receives the Licensed Services.

3. Special Conditions

- 3.1 Provided that the Licensee has specifically requested in the AFL a licence period of less than 12 months, the Royalty Fees shall be pro-rated in respect of that Licensed Service, subject always to a minimum fee as set out alongside the Royalty Fees on the Licensors' website (www.prsformusic.com) from time to time.
- 3.2 The Royalty Fees shall be cumulative and for any service which combines more than one Licensed Service, an aggregate fee shall be payable.
- 3.3 Where a customer has purchased a 'Clips' block or a 'Streaming' block, the customer may use music specific content under this licence. Where a customer has purchased a 'Download (Non-Music Focused)' or 'On Demand (Non-Music Focused)' block, the customer may not use music specific content under such licence.
- 3.4 All references in the Digital Music Licence Standard Terms and Conditions to '(for the User's own private and non-commercial use)' shall be disapplied in respect of this Digital Music for Business Licence.