



Licence for music

Customer Ref No:

PART A: PARTICULARS OF LICENCE

A1: Licensee
A2: Customer Address

Company Reg No.
Telephone Number(s)
Fax
E-Mail
Website
Licence Agreed by
A3: Registered Address
(if different from above)

PART B: PARTICULARS OF PREMISES COVERED BY LICENCE

B1: Premises Name
Address

Telephone Number
Fax
Website
B2: Scope

To perform PRS Music in public at the Premises and to authorise others to do the same, subject to the exceptions and limitations referred to in the terms and conditions on the reverse.

B3: Licence commencement date

PART C: CHARGES

C1: Royalties
C2: Payment Agreement

The initial royalty for the period to is £
As detailed on your Statement

PART D: AGREEMENT DATE

Terms and Conditions of Licence

1. Definitions

(1) In this Agreement unless the context otherwise requires:

- (a) 'Affiliate' means collecting societies and other rights holders that are represented by PRS and/or PPL;
 - (b) 'Agreement' means these Terms and Conditions, the General Conditions, the Statement of Rights Administered, the Tariff, the Statement(s) and any other terms on which PRS agrees to accept payment from You of any sum due to PRS under this Agreement;
 - (c) 'General Conditions' means the General Conditions Applicable to Tariffs and Licences;
 - (d) 'Instalment Plan' means any plan that PRS may from time to time agree in writing for You to pay the Royalty by instalments;
 - (e) 'Information' means information (including personal data as defined in the Data Protection Act 1998) obtained in connection with this Agreement and the Licence;
 - (f) 'Invoice' means any invoice PRS sends to You demanding payment of sums You owe under this Agreement;
 - (g) 'Licence' means the licence described in Part B2 of the Licence Document;
 - (h) 'Licence Document' means the document issued by PRS which records the details of the Licence subject to the Agreement;
 - (i) 'Licence Commencement Date' means the date specified in Part B3 of the Licence Document;
 - (j) 'Licence Year' means a year of the Licence beginning on the Licence Commencement Date and on each anniversary thereof;
 - (k) 'MCPS' means Mechanical-Copyright Protection Society Limited whose registered office is 26 Berners Street, London W1T 3LR;
 - (l) 'Music' means Musical Works and Sound Recordings;
 - (m) 'Musical Works' means all musical works, including all words associated with them, in which the rights to perform in public to communicate to the public and to authorise others to do the same are at the time of such act or authorisation owned and/or controlled by PRS;
 - (n) 'Perform' means to perform and/or play Music in public and, strictly to the extent (if any) expressly specified in the Tariff, to communicate Music to the public, and references to 'Performance' and 'Performing' shall be construed accordingly;
 - (o) 'PPL' means Phonographic Performance Limited whose registered address is 1 Upper James Street, London W1F 9DE;
 - (p) 'PPL Tariff' means the relevant PPL licensing scheme(s) regarding the Performance of Sound Recordings in the Premises applicable from time to time;
 - (q) 'Premises' means the premises listed in Part B1 of the Licence Document (if applicable) and/or all premises in the United Kingdom which are owned or controlled by You from time to time during the term of this Agreement, excluding premises leased to a tenant;
 - (r) 'PRS' means Performing Right Society Limited whose registered office is 2 Pancras Square, London N1C 4AG acting, in respect of Musical Works only, on behalf of itself and, in respect of the licensing of Sound Recordings only, as agent on behalf of PPL;
 - (s) 'PRS Tariff' means the relevant PRS licensing scheme(s) regarding the Performance of Musical Works in the Premises applicable from time to time;
 - (t) 'Relevant Particulars' means Your music usage and other information as PRS may from time to time require for the purposes of calculating the Royalty;
 - (u) 'Renewal Date' means the first anniversary of the Licence Commencement Date and each subsequent anniversary thereof;
 - (v) 'Royalty' means the royalty payable by You in consideration of the Licence;
 - (w) 'Royalty Period' means a period of the Licence specified on Your Invoice for which the Royalty is payable under this Agreement;
 - (x) 'Sound Recordings' means all those sound recordings the ownership or control of the relevant copyright in which at the time of such act or authorisation is owned and/or controlled by PPL;
 - (y) 'Statement' means the Statement accompanying Your Invoice and setting out the sums owed by or to You under the Licence and where relevant the Instalment Plan;
 - (z) 'Statement of Rights Administered' means the statement of rights administered by PRS on behalf of its members and affiliates (which, for the avoidance of doubt, does not cover or relate to the Sound Recordings rights licensed under this Agreement on behalf of PPL);
 - (za) 'Tariff' means the PRS Tariff and the PPL Tariff;
 - (zb) 'You' means the person named in Part A1 of the Licence Document, and references to 'Your' shall be construed accordingly;
- (2) Words importing the singular number include the plural, and vice versa.
- (3) References to any provision or document within the Agreement shall be construed as references to such provision or document as amended or varied from time to time, whether by PRS or otherwise.
- (4) The headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement.

2. Exclusions

(1) The following categories of Performance of Music are or may depending on the context be excluded from the scope of the Licence:

- live opera, operettas, pantomimes and revues;
- son et lumière productions;
- theatrical productions;
- Performances of Music accompanied by words other than those normally associated with the Music;
- dramatic presentations of the Music;
- parodic or burlesque Performances of Music;
- the playing of recordings of Music the making of which infringed the copyright in that Music; and
- any other exclusions specified as such in the Tariff.

(2) The full extent and limits of the Licence as it relates to Musical Works are set out in the Statement of Rights Administered.

3. Term

- (1) The Agreement and the Licence shall be deemed to have come into effect on the Licence Commencement Date and shall continue from Licence Year to Licence Year subject to clause 8.
- (2) In respect to the Performance of Sound Recordings, the Agreement and the Licence shall additionally be deemed to apply to any transitional period expressly identified in the Invoice.
- (3) This Agreement terminates and replaces, with effect from the Licence Commencement Date, any prior agreement and/or licence between PRS and You and PPL and/or regarding the Performance of Music at the Premises. This clause 3(2) is without prejudice to Your outstanding payment obligations relating to the period prior to the Licence Commencement Date.

4. Royalty and Other Charges

- (1) You shall pay the Royalty, which is calculated in accordance with the rates set out in the Tariff. The amount of Royalty may be affected by the Relevant Particulars and other factors specifically set out in the Tariff, including an inflation adjustment.
- (2) If the renewal date of any prior agreement and/or licence between You and PPL and/or PRS regarding the Performance of Music at the Premises occurred less than 12 months prior to the Licence Commencement Date, You shall pay the royalty and any other charges calculated in accordance with the applicable tariff(s) relating to the period between such renewal date(s) and the Licence Commencement Date.
- (3) You shall pay Value Added Tax (VAT) on the amounts due under clauses 4(1) and (2) at the applicable rate.
- (4) If PRS has agreed to your request for an Instalment Plan, You shall pay the non-refundable administration charges, which will be shown separately on Your Invoice. Details of this administration charge are available on request.
- (5) If You are in arrears regarding any payment due under this Agreement, PRS reserves the right to charge You interest on the amount overdue calculated on a daily basis at the rate of 3% per annum above the prevailing Bank of England base lending rate from time to time without prejudice to PRS' rights of termination under clause 8 or any other rights PRS may have under this Agreement or otherwise.

5. Time for payment

- (1) The Royalty and VAT (where an Instalment Plan administration charge (if applicable) are due and payable in advance of the relevant Royalty Period. PRS will send You an Invoice and Statement setting out these sums and any other charges due under clause 4. In respect of each Royalty Period, You will pay PRS the amount specified in Your Invoice by no later than the following date as applicable:
 - (a) for the first Royalty Period, either:
 - 14 days after the date of the relevant Invoice; or, if later,
 - the date or dates set out in Your Statement;
 - (b) for each subsequent Royalty Period, the latest of:
 - the Renewal Date;
 - 14 days after the date of the Invoice for that period; and
 - the date or dates set out in Your Statement.
- (2) On request, PRS may (but is not obliged to) agree an Instalment Plan, which will specify the time for payment in Your Statement. PRS is entitled to cancel any Instalment Plan agreed if You fail to meet Your payment obligations within the time specified whether under this Agreement or any other Agreement with PRS and/or PPL.

6. Particulars of Use

- (1) On or before the end of each Royalty Period, You shall, in such form as PRS may from time to time prescribe, notify PRS of the Relevant Particulars.
- (2) If You fail to notify PRS of the Relevant Particulars, then without prejudice to PRS' right of termination under clause 8, PRS reserves the right to:
 - (a) raise an Invoice for a sum calculated on the basis of the Relevant Particulars for the previous Royalty Period and/or any other information relevant to the calculation, which sum shall be payable on account of the Royalty for the Royalty Period to which the Invoice relates; and/or
 - (b) treat those Performances as outside the scope of this Licence.
- (3) You undertake to notify PRS of any change in the Relevant Particulars in advance or, if not reasonably practicable, as soon as possible after such change. In the case of a disposal of a Premises, the adjustment in clause 6(4) below will be applied from the date of disposal. For other changes, the adjustment will be made from the date of the change except for downwards adjustments to the Royalty as a result of a change You notify to PRS, which shall be made from the later of the date on which either (i) the change takes place; or (ii) PRS is notified of the change.
- (4) If as a result of a change (whether or not notified by You), You are still eligible for this Licence and the Royalty payable for the Royalty Period in which the change occurs:
 - (a) increases, You shall pay the additional sum to PRS not later than 14 days after the date of the Invoice for the same;
 - (b) decreases, the amount of such reduction shall be credited against any Royalty or other charges payable for that Royalty Period or, if no such Royalty or charges are payable, shall be either credited against the amount of any Royalty or other charges payable for the following Royalty Period or, if no such sums are payable, PRS may (but is not obliged to) refund such sums to You.
- (5) If as a result of a change (whether or not notified by You), You are no longer eligible for this Licence, PRS may terminate this Agreement under clause 8(1)(e).
- (6) You warrant that the Relevant Particulars given to PRS are accurate and not misleading to any material extent.

7. Revision of Tariffs

- (1) The Tariff may be varied by PRS (regarding the PRS Tariff), by PPL (regarding the PPL Tariff) or by order of the Copyright Tribunal. PRS will notify You as soon as reasonably practicable of any variation made to the Tariff affecting the amount of the Royalty.
- (2) The change in the amount of any Royalty resulting from a variation of the Tariff shall take effect from the date on which the varied Tariff becomes effective ('the Effective Date'). If the Copyright Tribunal specifies an Effective Date that is prior to the date of the order, any adjustment to the Royalty payable by You shall take effect in accordance with clause 6(4).

8. Termination or cancellation

- (1) The Licence shall continue from Licence Year to Licence Year until ended either:
 - (a) by You by giving PRS one month's written notice of termination of the Agreement within 14 days of the date on which PRS has notified You of:
 - (i) a revision of the Tariff in accordance with clause 7(1) which results in an increase in the Royalty for the Licence Year in which the revision is effective provided that You shall remain liable to pay the proportionate amount of the Royalty for the period up to the date of termination;
 - (ii) any material variation of any other material provision of this Agreement (which excludes, without limitation, increases in VAT);
 - (b) by PRS immediately on giving You written notice of termination of the Agreement if You:
 - (i) have failed to pay within 14 days of the date of a written demand for the whole or part of any Royalty or other charges due under this Agreement which were not paid by the date specified in your Statement; or
 - (ii) commit an irremediable breach of any term of this Agreement or (if such breach is remediable) fail to remedy that breach within 14 days of the date of a written demand;
 - (c) by PRS automatically if: You (being an individual) become bankrupt or make an arrangement with Your creditors or cease to carry on business; or You (being a company or other body corporate) go into receivership, administration or any resolution is passed, petition is filed or order is made for Your winding-up, (other than for the purposes of reconstruction and amalgamation) or You are dissolved or struck off the Companies Register or You make an arrangement with Your creditors or cease to carry on business; or You (being a partnership or other unincorporated association) make an arrangement with Your creditors or cease to carry on the business or activities for which You were established; or You otherwise become unable to pay Your debts;
 - (d) either party without cause on giving to the other one month's written notice to expire at the end of a Licence Year in which it is served or, where the Royalty Period covers a period of less than one year, at the end of the Royalty Period following that in which such notice is served; or
 - (e) by PRS on giving 30 days written notice if You are no longer eligible for this Licence.
- (2) PRS may, if it chooses to, exercise its right under clauses 8.1(b) and 8.1(d) above to terminate only the Licence granted regarding Musical Works or only the Licence granted regarding Sound Recordings.
- (3) Any notice served by You pursuant to this clause 8 must be served in writing by recorded delivery.
- (4) The termination of this Agreement howsoever caused shall be without prejudice to:
 - (a) any right arising under or in connection with this Agreement accrued prior to the date of termination;
 - (b) any other right PRS may have in law, including any right conferred upon the owner of the copyright in the Music regarding Your continuing to Perform or authorise the Performance of the Music without PRS' Licence.

9. Breach

If You breach any provision of this Agreement (including, without limitation, clauses 6 and 13(3) of this Agreement) and, if capable of remedy, you have failed to remedy such breach within 14 days of a written demand, You agree to indemnify PRS from and against all costs, damages, expenses and claims made or incurred by PRS as a result of such breach and any reasonable costs or charges PRS may incur in requiring You to remedy such breach.

10. No assignment

This Agreement is personal to You. You may not assign, sub-license or transfer the rights or obligations under this Agreement without PRS' prior written consent to be given or withheld in its absolute discretion.

11. Right of Entry

PRS (and its authorised agents, subcontractors and service providers) shall on reasonable notice have the right to enter and remain at the Premises at all reasonable times for the purposes of checking the Relevant Particulars and compliance with the Agreement and to ascertain whether PRS and/or PPL's rights in the Music are being infringed or prejudiced.

12. Data Protection

- (1) PRS and PPL may use any Information for the purposes of:
 - (a) licensing, administering and enforcing PRS and/or PPL's rights (and the rights of our respective members and Affiliates);
 - (b) administering Your and members' relationships with PRS and/or PPL including (e.g.) this Agreement, any future agreements, licensing matters and enquiries; and
 - (c) research and analysis including use of PRS, PPL and/or Affiliate services, enforcement and analysis of the types of organisations and entities that hold or should potentially hold relevant copyright licences.
- (2) PRS and PPL may provide the Information to:
 - (a) one another, Affiliates, and subcontractors and/or agents appointed in connection with the matters set out in 1(1)(a) to (c) above;
 - (b) law enforcement bodies from time to time in relation to any intended or potential action for breach of copyright or otherwise where we are under a legal obligation to disclose such Information; and
 - (c) MCPS and other collecting societies for the purpose of establishing whether further copyright licences are required to be held and related administration and/or enforcement activities.
- (3) PRS and/or PPL may also use the Information to contact You by post, telephone and, where your consent has been given, email regarding music related services that may be of interest to You. If You do not wish Your details to be used for these marketing purposes by PRS and/or PPL please contact us at PRS National Sales Centre, 19 Church Walk, Peterborough PE1 2UZ or customerservice@prsformusic.com.
- (4) You warrant that You have obtained the consent of any individual whose personal data You share with PRS and/or PPL for the purposes outlined in this clause 12 before submission of such data.

13. Notice

- (1) Any notice or other communication under or in connection with this Agreement must be in writing and, subject to Your obligations under clause 8, delivered either personally or sent by post, fax or email to the other party at its registered office (in the case of PRS) or the address specified in Part A2 of the Licence Document (in the case of You) or such other address as either party may notify to the other in writing.
- (2) A notice shall be deemed to have been duly served at the time of delivery if delivered personally, 48 hours after posting if by ordinary first class post; on the day of transmission if by fax; and on the day on which the communication is first received in the other party's electronic mailbox if by email.
- (3) You shall give to PRS prompt notice of any change in Your address or the Premises address(es) or of any change in the name of the Premises.

14. Waiver

Any failure or delay by PRS in exercising its right or remedy under this Agreement shall not constitute or be construed as a waiver of that right or remedy unless otherwise agreed by PRS in writing.

15. Invalidity

If at any time any provision (or part thereof) of this Agreement is or becomes or is held by any court of competent jurisdiction to be illegal, invalid or unenforceable in any respect, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect.

16. Entire Agreement

- (1) Subject to clause 16(2), this Agreement sets out the entire agreement of the parties relating to its subject matter and except to the extent repeated in the Agreement supersedes and all prior agreements and pre-Agreement statements between the parties. A 'pre-Agreement statement' means any undertaking, representation, warranty, promise, assurance or arrangement of whatever nature made or given by a party to the Agreement or any other person at any time prior to the date specified in part D of the Licence Document.
- (2) In relation to any pre-Agreement Statement, the provisions of sub-clause (1) above shall not apply if and to the extent that the pre-Agreement statement:
 - (a) was made fraudulently; and
 - (b) induced the other party to enter into the Agreement.

17. Variation

Without prejudice to clause 7, PRS may from time to time vary the terms and conditions of this Agreement on notice to You by email or post, such variation to take effect not less than four weeks after the date of the notice.

18. Third Party Rights

Where the context requires, in relation to the licence granted regarding Sound Recordings, references in this Agreement to rights of, or obligations owed to, PRS shall be deemed to refer to PRS in its capacity as agent acting on behalf of PPL, and PRS is authorised by PPL to take action on its behalf regarding any breach of this Agreement relating to the same. Except as stated in the preceding sentence, the parties do not intend any third party to have the right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

19. PRS and PPL Marks and Logos

You agree during the term of the Licence to display prominently on the Premises any logo, mark or other identification relating to PRS, PPL and the grant of the Licence (Joint Licence Material) supplied and approved by PRS from time to time. On termination of this Agreement for any reason You shall cease displaying the Joint Licence Material as soon as reasonably practicable.

20. General

The Licence is granted subject to the General Conditions. In the event of any conflict between the General Conditions and these terms and conditions, the terms and conditions shall prevail.

21. Contacting PRS

If You have any enquiries about this Agreement, Your Invoice or Statement or wish to obtain a copy of any document to which PRS has referred in this Agreement, please refer to our website www.prsformusic.com or contact PRS on 0845 140 0090.

22. Complaints

If you wish to make a complaint about PRS, please refer to the complaints procedure in PRS' Code of Conduct.

23. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is subject to English law and the non-exclusive jurisdiction of the English Courts.