

# **MCPS- PPL Limited Manufacture Licence Terms and conditions**



**These terms relate to the paid-for Limited Manufacture licence supplied to you by the Mechanical Copyright Protection Society Limited (on behalf of itself and PPL) through our website, [www.prformusic.com](http://www.prformusic.com), and should be read in conjunction with our General Terms & Conditions and our Privacy Policy, which also apply to your purchase.**

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

## **1. DEFINITIONS**

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

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

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

**“Licence”** The licence set out in paragraph 2.1 below, granted to you subject to these terms, our General Terms & Conditions and Privacy Policy.

**“Licence Fee”** The fee payable by you to purchase the Licence as set out in paragraph 4 below.

**“MCPS”** The Mechanical Copyright Protection Society Limited, a company registered in England with company number 00199120, whose registered office is at 2nd Floor, Synergy House, 114-118 Southampton Row, London, WC1B 5AA contracting for and on behalf of itself and for and on behalf of and as agent of its various members, foreign societies and the foreign society members. Also referred to as “us” or “we”.

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

**“Over-dub”** means the process of copying or adding any PPL Sound Recording or other supplementary recorded sound to the whole or any part of a PPL Sound Recording, or copying or adding one or more PPL Sound Recordings to any other recorded material in any Product.

**“Permitted Number of Units”** The number of units (up to a maximum of 2500 per calendar year) identified in your Application Form corresponding to the Licence Fee paid by you to us.

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

**"PPL"** means Phonographic Performance Limited, a company registered in England with company number 00288046 whose registered office is at 1 Upper James Street, London, W1F 9DE.

**"PPL Sound Recording"** means each Sound Recording the ownership or control of the relevant copyright in which shall be vested in PPL from time to time.

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

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

**"Sound Recording"** has the meaning as set out in section 5 of the 1988 Act.

**"Track"** means a sequence of sounds comprising the whole or part of a Sound Recording which is identified by a number or other device indicated by or on any descriptive text accompanying the Sound Recording or by information embodied in or on the format on which the Sound Recording is stored or identified by a separate ISRC number.

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

**"Year"** The period of 12 months from the date your Licence is granted.

## **2. LICENCE**

2.1 In consideration for your payment of the Licence Fee to us, and subject to the limitations and restrictions set out below, we grant you a non-exclusive licence to incorporate Repertoire Works and where necessary PPL Sound Recordings into Products containing both audio and audio-visual material, to make the Permitted Number of Units of the Product in the United Kingdom and to distribute them in the European Union for private use.

2.2 You must obtain all necessary licences in relation to any Musical Work or Sound Recording included in a Product which is not a Repertoire Work or a PPL Sound Recording. You must also obtain all necessary licences in relation to any other copyright material and intellectual property included in the Product. This Licence does not, for example, cover rights or interests in films or Dramatico Musical Works.

## **3. LIMITATIONS**

3.1 This Licence only applies where:

- (a) you fall within one of the categories set out in the first column of Schedule 1; and
- (b) the Product falls within one of the categories set out in the second column of Schedule 1.

3.2 If you and/or the Product do not belong to one of the categories set out in Schedule 1 (or falls into one the categories in Schedule 2), you should cease your application process and contact us by sending us an email to [applications@mcps.co.uk](mailto:applications@mcps.co.uk) to arrange an alternative licence.

3.3 The Licence does not apply to any Product which contains more than 120 minutes of Repertoire Works, or more than 2 tracks featuring the same artist. In this case you should cease your application process and contact us to arrange an alternative licence.

3.4 Subject to clause 3.5, you may only manufacture and distribute (whether for free or at a price) the Permitted Number of Units during any one Year.

3.5 You may only manufacture and distribute (whether for free or at a price) a maximum of 1000 units of any one Product (or a maximum of 250 units of any one Product if a PPL Sound Recording Licence is required).

3.6 You may sell the Products or provide them for free. Where you choose to sell them, they must not be sold by any third party on your behalf, only directly by you.

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

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

- (n) "potted versions";
- (o) extracts which cover a complete act of the Dramatico-Musical Work; or
- (p) extracts which are presented in dramatic form where actors, through speech, mime or dance depict a distinct plot through which the story or associated words of the Dramatico- Musical Work are carried forward;
- (q) copying any Repertoire Works and/or PPL Sound Recordings that infringe the moral rights of the composer of that Repertoire Work or PPL Sound Recording;
- (r) using any PPL Sound Recordings in ways that denigrate the artistic integrity of any copyright works or any performance embodied on any PPL Sound Recording nor to subject any copyright works or performance embodied on any PPL Sound Recording to derogatory treatment; or
- (s) Over-dubbing within the whole or any part of any Product.

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

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

#### **4. PRICES AND PAYMENT**

4.1.1 Submitting the Application Form is an offer by you to purchase a Licence from us. Subject to Clause 4.1.5, the Licence will be granted to you once your payment has been received and we notify you that your Application Form has been approved. There will be no contract of any kind between you and us (or, for the avoidance of doubt, PPL) unless and until you make authorised payment for the Licence and we notify you that your Application Form has been approved.

4.1.2 The Licence Fee is calculated and payable in advance in pounds sterling.

**From 4 January 2011, UK VAT increases to 20%. This increase is reflected in the prices below:**

<b>MCPS Only Rates</b>	<b>MCPS-PPL Joint Rates</b>			
<b>Number of copies</b>	<b>&lt;25 minutes of music</b>	<b>&gt;25 minutes of music</b>	<b>&lt;25 minutes of music</b>	<b>&gt;25 minutes of music</b>
1-5	£8.03	£12.85	£16.08	£25.70
6-20	£21.42	£34.27	£42.85	£68.57
21-50	£28.93	£44.99	£57.85	£89.99
51-100	£42.85	£68.57	£85.70	£137.14
101-250	£74.99	£107.14	£149.99	£214.26
251-500	£107.14	£171.41	N/A	N/A
501-1000	£214.26	£342.82	N/A	N/A

These prices include VAT.

Licence Fees are expressed inclusive of any VAT payable unless otherwise stated.

4.1.3 We recommend that you pay by credit/debit card so that your Application Form can be approved as soon as possible. Your credit/debit card details will be encrypted to minimize the possibility of unauthorised access or disclosure. Authority for payment must be given at the time of submitting your Application Form.

4.1.4 If you do not have a credit/debit card, you can submit your Application Form online but pay off-line by sending us a cheque made payable to MCPS Ltd. Within 10 working days of submitting your Application Form online. The cheque should be sent to MCPS Credit Control, PRS for Music Ltd, Goldings House, 2 Hays Lane, London, SE1 2HB. If we do not receive your cheque within 10 working days of the date you submitted your Application Form online, your application may be cancelled.

4.1.5 We will contact you once your Application Form has been processed and approved by us and we have received payment from you to notify you if we will grant you the Licence. Should the Licence not be granted, you will be refunded the full Licence Fee.

## **5. WARRANTIES AND LIABILITY**

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

## **6. DATA PROTECTION**

6.1.1 We take the privacy of your personal information very seriously. Our Privacy Policy (which forms part of these terms) sets out the way your information will be dealt with. When you registered on our website you agreed to our Privacy Policy and you selected the information you wanted to receive from us and/or third parties. We will respect your wishes and you can change your mind about how your information will be dealt with by us at any time by sending us an email to [dataprotection@prsformusic.com](mailto:dataprotection@prsformusic.com) or writing to us at the following address: Data Protection Queries, Legal Department, PRS for Music Ltd, Goldings House, 2 Hays Lane, London, SE1 2HB.

## **7. CANCELLATION AND TERMINATION**

7.1.1 You are only licensed once you have paid for the Licence and we notify you that your Application Form has been approved. At that stage, because the Licence has already been granted to you, you are unable to cancel the Licence.

7.1.2 Your Licence may be terminated by us by written notice if you are in breach of the terms of this Licence and the breach is not remedied within 14 days after written notice of the breach has been given to you. If we reasonably believe your breach of the Licence or these terms affects the rights of our members (whose rights we are licensing) we may suspend your Licence at any time.

## **8. MISCELLANEOUS**

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

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

8.1.3 After the date you manufacture the Product you will, if requested by us, supply a copy of the Product to us. You will also promptly supply us with any further information and/or documents reasonably requested by us to verify the Musical Works used, the Product and/or to verify that these terms are being and/or have been complied with.

8.1.4 This Licence is personal to you and you may not sell, assign, transfer or deal in any other manner with this Licence or any of your rights or obligations under it without our prior written consent.

8.1.5 PPL may enforce any or all of the terms of this Licence whether jointly with MCPS or independently, without the consent, input or participation of MCPS.

8.1.6 This Licence shall be governed by English law and we and you agree to submit to the exclusive jurisdiction of the English Courts.

## **Part 2:**

- **Password:** please enter at least 7 characters using at least one number in your sequence. E.g. petaxx1.
- **Confirm Password:** Please re-enter your password to ensure you have entered it correctly in the first instance.
- **Memorable Word Question:** Please choose a question that you will remember the answer to. E.g. Where is my place of birth?
- **Memorable Word Answer:** Please type the answer to your memorable question in this box. E.g. London.
- **Where did you hear about the Limited Manufacture Licence?:** Please select an option in the drop down menu provided. If none of the categories are suitable please select „Other“ and fill in the box provided that appears next to the drop down box.
- **Privacy:** Please tick the box to confirm that you have read and understood the Privacy Policy.
- **Providing information and hearing from us:** From time to time we may wish to contact you, please read the different options, and tick the appropriate boxes.
- **Website terms and conditions:** Please read our website terms and conditions before clicking the “sign-up” button.

## Schedule 1

Inclusions - The following uses ARE covered by the Licence		
	Do you fit into one of the following categories?	Will you be using the Product for one of the following uses?
1	<b>Schools, colleges, universities, local education authorities, private tutors, students</b>	<p>Recordings of student performances for sale or giving away to students, family, friends or to raise funds for the school.</p> <p>Recordings solely used for the giving and receiving of tuition.</p> <p>Student films that are shown only as part of the students' course work, educational assessment, student competitions and the students' personal portfolio.</p>
2	<b>Churches and other religious establishments</b>	Recordings of choirs or other services for sale or giving away to members of the congregation, family, friends or to raise funds for the church, or institutions of other religious denominations.
3	<b>Private and domestic use (Includes professional wedding videographers and funeral service providers but only as set out above)</b>	<p>Recordings of private events such as: weddings, christenings, bar mitzvahs, family holidays and funerals, which are sold or given away to family and friends associated with that event</p> <p>Recordings made for playing at private events such as: weddings, christenings, bar mitzvahs, family holidays and funerals.</p> <p>Copies of existing films or recordings transferred from video (e.g. VHS) or audio (e.g. CD) formats to other physical formats (e.g. DVD-Video) solely for private and domestic use by the owner of the original version, their friends or family.</p>
4	<b>Charities</b>	Recordings of community projects music or otherwise, funded by non-business entities and supported entirely by voluntary contributions and voluntary workers, which are sold or given away to members of the community, friends and family.
5	<b>Amateur musicians</b>	Recordings made by non-record company affiliated musicians that are sold directly to audiences, family or friends, including amateur orchestras, singers and bands.

## Schedule 2

<b>Exclusions - The following categories ARE NOT covered by the Licence</b>		
	<b>Do you fit into one of the following categories?</b>	<b>Will you be using the Product for one of the following uses?</b>
<b>1</b>	<b>Record companies</b>	<b>Any recordings produced by any form of record company.</b>
<b>2</b>	<b>Feature films</b>	<b>Any professionally made films, any film made with the aid of corporate sponsorship or any films exploited by means of a restricted or general release.</b>
<b>3</b>	<b>Premiums and corporate uses</b>	<p><b>Any recordings or copies of recordings that are sponsored, paid for, or used as any form of incentive or advertisement to purchase or acquire products or services of any form that relate to any form of corporate company or entity.</b></p> <p><b>Any corporate training videos or any other forms of recordings used in-house or in a business to business capacity by any form of corporate company or entity.</b></p>
<b>4</b>	<b>Cover mounts</b>	<b>Any products accompanying any form of magazines or newspaper.</b>
<b>5</b>	<b>Charities</b>	<b>Any charity that employs on a PAYE basis and is anything other than described in the inclusions above.</b>
<b>6</b>	<b>Karaoke</b>	<b>Any karaoke products (including on-screen graphic rights) of any kind.</b>
<b>7</b>	<b>Games and toys</b>	<b>Any games, toys or novelty products of any kind.</b>
<b>8</b>	<b>Grand Rights/ Dramatico Works</b>	<b>All uses of grand or Dramatico Musical Works other than as permitted under these terms.</b>
<b>9</b>	<b>General</b>	<b>Any uses that are not specifically covered in the list of inclusions.</b>