

PRS for MUSIC LIMITED ONLINE LIVE CONCERT LICENCE STANDARD TERMS AND CONDITIONS

1 Additional Definitions

Agreement	means these terms and conditions
Gross Revenue	means all revenue received (or receivable) by the Licensee from Users in consideration for the provision of access (by 'ticket' or otherwise) to the Licensed Event, including for the avoidance of doubt any booking fees.
Licensors	means MCPS and PRS.
Musical Work	means any musical work and any lyrics or words (including parts thereof) written to be used with such musical work (if applicable).
Royalty Fee	means the amount payable by Licensee to Licensors for the rights granted as specified in Clause 5 below.
Territory	means the world, excluding Argentina, Canada, Chile, Colombia, Cuba, Mauritius, Mexico, Paraguay, Peru, and Uruguay.
User	means an individual who is authorised to access the webcast of the Licensed Event
Repertoire Works	means: (a) in relation to the licence granted by MCPS, each Musical Work to the extent the relevant copyright is owned or controlled, from time to time, in the United Kingdom by MCPS; and (b) in relation to the licence granted by PRS, each Musical Work to the extent the relevant copyright is owned or controlled, from time to time in the relevant country of the Territory by PRS.

2 Introduction

- 2.1 This licence is offered on a short-term, experimental and non-precedential basis. These terms and conditions reflect the foregoing and cannot be used as a precedent for any future licence or licensing scheme. Qualification under this licence is intended for events achieving revenue between £0-£1,500.

3 Grant of Rights

- 3.1 Subject to the terms and conditions contained herein MCPS grants the Licensee a non-exclusive licence to reproduce Repertoire Works in the United Kingdom for the sole purpose of webcasting the Licensed Event.
- 3.2 Subject to the terms and conditions contained herein PRS grants the Licensee a non-exclusive licence to webcast Repertoire Works within the Territory solely as part of the Licensed Event.
- 3.3 This licence does not include any public performance licence for the performance of the Licensed Event in front of a physical audience present at the venue. The appropriate PRS licence must be obtained separately for such performance

4 Restrictions on Rights

- 4.1 The licence granted in clause 3.1 above allows a copy of the Licensed Event to be made and retained. However, this Agreement does not authorise such copy to be used in any way except as expressly specified in Clause 4.2 below.
- 4.2 The licence granted in clause 3.2 permits the live webcast of the Licensed Event on the Event Date and for webcast during a period of 72 hours after the initial live webcast. It does not cover any on-demand transmission either during (or after) that 72 hour period.
- 4.3 If the Licensee (or any other party) wishes to use the copy for any other purpose beyond that specified above (including, for the avoidance of doubt, streaming the Licensed Event at another time, whether by broadcast or on-demand), the necessary additional synchronisation, mechanical and communication to the public licence(s) must be obtained.

- 4.4 This Agreement does not cover the exploitation of any Repertoire Works in conjunction with any advertising, sponsorship or in any other way that might reasonably imply an endorsement between the Repertoire Works (and/or their owners) or the performance of the Repertoire Works and any product, service or brand.
- 4.5 All rights not specifically granted under this Agreement are hereby reserved.

5 Reporting and Royalties

- 5.1 The Licensee shall pay Royalty Fee to the Licensors as set out below:
- Up to £500 Gross Revenue: £25
 - £501 - £1,000 Gross Revenue: £75.00
 - £1,001 - £1,500 Gross Revenue: £125.00
- 5.2 The Royalty Fees shall be payable online via the Licensors' website by debit/credit card. For the avoidance of doubt, this Agreement shall not come into force until the Licensee has paid the Royalty Fees.
- 5.3 The Licensee shall notify the Licensors if the Gross Revenue from the Licensed Event exceeds the sum of £1,500 (excluding VAT). In such circumstances, this Agreement shall terminate and the Licensee shall contact the Licensors to discuss the appropriate licence applicable to the Licensee.
- 5.4 The Licensee will provide in the standardised formats (to be supplied application for this Agreement) the following information:
- (i) a set list (or lists) from the event confirming the musical works performed, or to be performed, including the performer(s), title(s) and original artist(s).
- 5.5 All royalties referred to in this Agreement are subject to VAT or other equivalent sales tax. The Licensee shall pay to the Licensors VAT or other equivalent sales tax (if applicable) at the rate or rates from time to time in force on any sums payable under this Agreement.

6 Audit Rights

- 6.1 The Licensee shall keep and make available for inspection upon reasonable notice, for twelve months after the Event Date, proper, detailed books and records relating to (a) use of all Musical Works and (b) any income or other consideration received by or on behalf of the Licensee in relation to the Licensed Event, together with any supporting documentation relating thereto covering the period up to six years prior to the date of notification of audit.

7 Termination Rights

- 7.1 This Agreement shall expire at the end of the 72-hour re-webcast window after the initial live webcast unless terminated earlier in accordance with this clause 7.
- 7.2 A party shall have the right to terminate this Agreement by notice forthwith where the other party:
- (a) commits a material breach of this Agreement which is capable of remedy and fails to remedy such breach within 14 clear days after receipt of notice of such breach; or
 - (b) commits a material breach of this Agreement which is not capable of remedy; or
 - (c) goes into receivership or any resolution is passed for its winding-up or liquidation (other than for the purposes of reconstruction or amalgamation) or is otherwise unable to pay its debts,
- and, for the avoidance of doubt, any breach which consists of a failure by either party to perform an obligation under this Agreement within any period required or by any date specified under this Agreement shall be deemed to be capable of remedy if such obligation is performed by such party within the 14 day cure period specified in clause 7.2 (a) above.
- 7.3 Termination of this Agreement for whatever reason shall be without prejudice to any rights which have already accrued to the parties under this Agreement.

8 Miscellaneous

- 8.1 No delay or omission in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other rights or remedies. No waiver shall be binding or effectual for any purpose unless expressed in writing and signed by the party giving it and any such waiver shall be effective only in the specific instance and for the purpose given.

- 8.2 This Agreement sets forth the entire agreement of the parties in relation to the subject matter hereof and each of the parties hereto acknowledges that it has not entered into this Agreement in reliance on any representation or term not contained in this Agreement. This Agreement shall not be modified or varied except by a written instrument signed by the parties hereto.
- 8.3 The headings to the clauses in this Agreement are included for ease of reference only and are not part of this Agreement and are not to be taken into account in its construction.
- 8.4 The parties shall (and shall procure that any other necessary party within its control shall) execute all such documents and do all such acts and things as may be reasonably be required on or subsequent to completion of this Agreement for securing each of the obligations of the respective parties under this Agreement.
- 8.5 The licences granted under this Agreement are personal to the Licensee and the Licensee may not assign, sub-license or otherwise transfer any or all of its rights or obligations under this Agreement without the prior written agreement of both MCPS and PRS.
- 8.6 If this Agreement creates any rights which would in the absence of this provision be enforceable by any person not a party to this Agreement, such rights shall not be enforceable.
- 8.7 This Agreement shall be construed according to the laws of England and Wales and the parties agree to submit to the jurisdiction of the English Courts.