

Customer Ref. No.

V/T

# Performing Right Society Limited

Representing Music Creators and Publishers of Music

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PRS for Music is the trading name of the Performing Right Society Ltd.

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## Copyright Music Licence Contract

The Licensee	The Premises
Name.....	Name.....
Address.....	Address.....
.....	.....
.....	.....
Postcode.....	.....
Business telephone no.....	.....
Home telephone no. ....	Postcode .....

### 1. Licence

The Performing Right Society Limited ("the Society") by its signature to this document grants the Licensee a licence (subject to the terms and conditions hereof) authorising, at the Premises, public performances as described in Clause 2 of any and every musical work (including any words associated with it or them) for the time being in the repertoire of the Society and for the societies for the time being affiliated to it.

### 2. Nature of Performance

- (a) Subject to the provisions of this Licence-Contract, and in particular to the provisions of Clause 2(b) and the limitations imposed by Clause 7, the performances licensed by this contract are performances of music from the Society's repertoire as described in Clause 1 in the course of, or in connection with, any of the following:-
  - (i) Variety shows and musical entertainments such as concerts of light or popular music;
  - (ii) Revues and pantomimes;
  - (iii) Dramatic productions;
  - (iv) Occasional miscellaneous theatrical presentations.
- (b) The performance at the Premises of interpolated works (as defined in the Society's tariffs) from the repertoire of the Society and those of its affiliates at the Premises is hereby licensed if, and only if:-
  - (i) The Licensee has given notice to the Society of the full details of the work or works to be performed, the manner and duration of performance, the name of the production in which they are to be performed and the dates of the proposed performances;
  - (ii) The Society has thereafter notified the Licensee that it is empowered to license the performance of those works in the manner proposed. The Society shall be obliged to notify the Licensee whether it is so empowered, within 30 days of the date when the Licensee notified it of the works to be interpolated, in accordance with Clause 2(b)(i).

### 3. Royalty Calculation

For this licence, the Licensee shall pay a royalty ("the Royalty") calculated in accordance with the Society's tariffs in force from time to time.

### 4. Payment of Royalty

- (a) The Licensee shall pay the Society, immediately, the sum of £ \_\_\_\_\_ plus VAT – see 4(b) on account of the Royalty payable in accordance with Clause 3 hereof for the year ending on 5th \_\_\_\_\_;
- (b) Within one month after that date and within one month after the same date ("the Renewal Date") in each subsequent year the Licensee shall send to the Society such certificates as the Society may require, so that the Society may calculate the actual Royalty for each period of twelve months ("a Licence Year") ending on each Renewal Date, in accordance with Clause 3;
- (c) The Licensee shall, within 21 days of the Society posting a statement to the Licensee, pay the amount shown to be due in that statement for:-
  - (i) a payment on account of the Royalty for the ensuing Licence Year; PLUS
  - (ii) the amount, if any, by which the payment on account for the previous Licence Year fell short of the actual Royalty for that year or;
  - (iii) the amount, if any, by which the sum paid on account for the previous Licence Year exceeded the actual Royalty for that Licence Year; which shall be calculated in accordance with Clause 3.
- (d) If the statement described in Clause 4(c) above shows a net balance due by the Society to the Licensee, that balance shall be paid to the Licensee.
- (e) If the Licensee for any reason does not send the Society the certificate called for in Clause 4(b) within the time stated then the Society may at its entire discretion decide that the Royalty to be paid for the previous Licence Year, and the payment to be made on account for the ensuing Licence Year, shall each be considered to be the equivalent of the Royalty in respect of whichever previous Licence Year, under this Licence, the Society may select.
- (f) The Licensee shall also pay Value Added Tax on all Royalties.

### 5. Revision of Tariffs, Performance Particulars and Royalties

- (a) The Society shall notify the Licensee of any revision made to the Society's tariffs, affecting the amount of the Royalty, by sending such notification to the Licensee's last known address.
- (b) The revision of any Royalty shall take effect from the date on which any revised tariff becomes effective, or the date of the change in any factors affecting the calculation of the Royalty as the case may be.

### 6. Termination or Cancellation

- (a) This licence shall continue from year to year until ended by either party giving to the other (by recorded delivery) one calendar month's notice in writing to expire at the end of a Licence Year; Provided that when the Society has notified the Licensee of a revision of any tariff which results in an increase in the Royalty, the Licensee may by notice to the Society (by recorded delivery) within 14 days from the date of the notification end the licence forthwith, but the Licensee shall remain liable to pay the proportionate amount of the Royalty for the period up to the date of termination.
- (b) If the Licensee shall fail to pay any Royalty under this Licence or be in breach of any provision or condition of it and then fail to pay the Royalty or rectify the Breach within 14 days from the date of a written demand from the Society for payment or compliance as the case may be, then the Society may, in spite of anything apparently to the contrary, immediately cancel this Licence by written notice to the Licensee, but the Licensee shall then remain liable to pay the proportionate amount of the Royalty for the period up to the date of cancellation.

**7. Exclusions**

The licence shall not extend to or authorise:-

- (1) the performance of a dramatico-musical work whether staged or otherwise unless such performance is given by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a radio or television set used for the purpose of giving a public performance of broadcast programmes. A dramatico-musical work means an opera, musical play, revue or pantomime in so far as it consists of words and music written expressly therefore;
- (2) the performance of a dramatic excerpt from a dramatico-musical work unless performed by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a radio or television set used for the purpose of giving a public performance of broadcast programmes. An excerpt will be deemed to be dramatic if it is accompanied by any dramatic action whether danced, acted, or mimed and thereby (and/or through the use of costume, scenery or other visual effects) gives a visual impression of or otherwise portrays the writer's original concept of the work from which the excerpt is taken; The performance of a non-dramatic excerpt or excerpts from a dramatico-musical work, however performed
  - (i) where the total duration of the excerpt or excerpts in the course of the same programme is 25 minutes or more and/or
  - (ii) where the excerpt or excerpts are a potted version of the work and/or
  - (iii) where the excerpt or excerpts are or cover a complete act of the work;
- (4) the performance of the whole or any part of any music or any words associated therewith composed or used for a ballet if accompanied by a visual representation of that ballet or part of it, unless the performance takes place by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a television set used for the purpose of giving a public performance of broadcast programmes;
- (5) the performance of any musical work specially written for a son-et-lumiere production when performed in or in conjunction with that production;
- (6) the performance of any musical work (which is not itself a dramatico-musical work) specially written for a production of a dramatic work in a theatre when performed in, or in conjunction with, that dramatic work;
- (7) the performance of any musical work accompanied by words other than those published or otherwise associated with it by the copyright owner;
- (8) the performance of any work in any altered or re-arranged form with such costume or action as to produce parodied or burlesque effects;
- (9) the performance of any work adapted to a dramatic form;
- (10) the broadcasting or other transmission of any performance or causing any performance to be audible beyond the precincts of the premises (unless such acts are specifically included in the performance particulars).
- (11) the performance by means of any disc cinematograph film, tape or other recording of any musical work, if the making of such recording infringed the copyright in that work.

**8. No Assignment**

The Licensee shall not assign this Licence in whole or in part without the previous written consent of the Society.

**9. Society's Right of Entry**

- (a) The Society, by its duly authorised agent, shall have the right of entry to the premises at all reasonable times but only for the purpose of checking the particulars on which the Royalty is assessed, or verifying the terms of this Licence are being complied with.
- (b) The Society, by its duly authorised agent, shall have the right on reasonable notice to inspect the Licensee's books of account in so far as may be necessary to verify the Licensee's gross receipts for the purpose of assessing royalties under this Licence, and to take copies of relevant parts of those books of account.

**10. Data Protection**

- (1) The Society may use any information (including personal data as defined in the Data Protection Act 1998) obtained from the Licensee in the course of making this agreement or pursuant to or in connection with it for the purposes of:
  - (a) licensing, administering and enforcing the Society's rights (and the rights of the Society's members and affiliates);
  - (b) administering the Licensee and members' relationships with the Society including (e.g.) this licence, any future agreements, licensing matters and enquiries; and
  - (c) research and analysis including use of the Society's and/or affiliate services, enforcement and analysis of the types of organisations and entities that hold or should potentially hold relevant copyright licences.
- (2) The Society may provide the information to:
  - (a) affiliates and subcontractors and/or agents appointed in connection with the matters set out in (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 the Society is under a legal obligation to disclose such information; and
  - (c) the Mechanical-Copyright Protection Society Limited, Phonographic Performance Limited 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) The Society may also use the information to contact the Licensee by post, telephone and, where the Licensee's consent has been given, email regarding music related services that may be of interest to the Licensee. If the Licensee does not wish its details to be used for these marketing purposes by the Society please contact the Society at PRS National Sales Centre, 19 Church Walk, Peterborough PE1 2UZ or customerservice@prsformusic.com.
- (4) The Licensee warrants that the Licensee has obtained the consent of any individual whose personal data the Licensee shares with the Society for the purposes outlined in this clause 10 before submission of such data.

**11. Returns of Works Performed**

The Licensee shall supply to the Society by post, on the forms obtainable from the Society, a list of all musical works, whether published or in manuscript, performed vocally, instrumentally or mechanically at the Premises, with the names of the composer, arranger and publisher of each such work, and the number of times each has been performed, to assist the Society to allocate the royalties it collects. These returns are to be made at intervals specified by the Society.

**12. Change of Address**

The Licensee shall give prompt written notice to the Society of any change in the address of the Licensee or the Premises or of any change in the name of the Premises.

**13. No Recording et cetera**

This Licence does not include the right to record on tape, disc or other device any musical work, the performance of which is hereby licensed, or otherwise to deal with any part of the copyright in any musical work except in the manner specifically authorised.

**14. Notices**

All notices given this Licence, if despatched by recorded mail, addressed in the case of notices to the Society to its registered office from time to time and in the case of notices to the Licensee to the address shown at the head of this Licence or such other address as the Licensee may from time to time notify in writing shall be conclusively deemed to have been received on the second business day after the day of posting, and for the purposes of this Clause a business day shall be any day other than a Sunday or a public holiday.

**15. Variation**

Without prejudice to the provisions of clause 5, the Society may from time to time vary the terms and conditions of this licence on notice to the Licensee, such variation to take effect not less than four weeks after the date of the notice.

Signed by/on behalf of the Licensee  
*(indicate office held by signatory where appropriate)*

Full name of Signatory  
*(in block letters)*

Signed for the Performing Right Society Limited  
*(Authorised Signatory)*

Date signed by the Society

This document shall not constitute a licence (express or implied) until it has been signed on behalf of the Society.