

February 2018



# Your Indemnity Form

## Article 7(g) Indemnity Form

As a PRS member, you have given us control of the live public performance right in your works, but you can ask to take back this right if you wish. For further information, please visit our 'Self-administering public performances' webpage.

Please:

- Fully and accurately complete all editable sections (highlighted in blue) on pages 2, 5 and 6.
- Sign and date the completed indemnity on page 7; and
- Submit the signed and completed indemnity at least 20 working days before your first concert to [LiveConcertService@prsformusic.com](mailto:LiveConcertService@prsformusic.com).

Please ensure that all information provided is accurate and complete – it will not be checked by us.

We will only process a request for a particular concert where we have received this indemnity at least 20 working days before that concert – this means that if you do not submit your indemnity on time, we will not be able to include that concert in the copyright assignment issued to you which will mean you cannot directly license, collect or otherwise administer that concert.

If you have any questions about how to complete this indemnity, then you can refer to the "example indemnity" on our 'Self-administering public performances' webpage, or speak to our team at [LiveConcertService@prsformusic.com](mailto:LiveConcertService@prsformusic.com).

To: .....

BY EMAIL

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Dear Member

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We acknowledge your request for an assignment of the right to perform as



..... the musical works and associated lyrics written, whether alone or jointly, by you set out in Schedule 1 below ("Works") live in public in the concerts ("Concerts") in the territories ("Territory") set out in Schedule 2 below.

As a condition of the assignment ("Assignment"), Rule 11A(c) of PRS's Rules and Regulations ("Rules") requires you to have first given an indemnity to PRS, the terms of which are set out in this Agreement below:

1. You warrant and represent that:
  - 1.1 you are the sole or joint author of the lyrics and/or music to the Works;
  - 1.2 you are or would be, but for your membership of PRS, the sole or joint owner of and fully entitled to exercise the live public performance right ("Right") in the Works in the Territory; or to the extent there is any other owner<sup>1</sup>, you have obtained the consent of such owner to you exercising the Right in the Works in the Territory;
  - 1.3 there is no other person who would be entitled to distributions from PRS in respect of you exercising the Right in the Works in the Territory; or to the extent there is any other person<sup>2</sup>, you have agreed with that person how to share revenues received or receivable by you in respect of you exercising the Right in the Works in the Territory; and
  - 1.4 you are authorised to counter-sign this agreement and application and that pursuant to Rule 11A(a) and (b) of the Rules, PRS may treat such countersignature as valid notice of your requirement for the Assignment.
2. You undertake to indemnify and keep PRS indemnified against any and all costs, claims, proceedings, demands, liabilities, and expenses (including reasonable third party expenses) ("Losses") suffered or incurred by PRS arising out of or in connection with:
  - 2.1 any breach of warranty referred to in clause 1 above; and/or

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<sup>1</sup> An "owner" may include an author, composer, publisher or other proprietor of the Works. <sup>2</sup> A "person" may include an author, composer, publisher or other proprietor of the Works.

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- 2.2 any action or threatened action by or on behalf of a member of PRS or by or on behalf of any of its affiliated societies in respect of you exercising the Right in the Works in the Territory or you performing any works at the Concerts<sup>2</sup>,
- (“Claim”), provided that such Losses are suffered or incurred by PRS as a result of a judgment by a court of competent jurisdiction in respect of a Claim and/or a written settlement entered into with your prior written approval (not to be unreasonably withheld or delayed) in respect of a Claim.
3. Without prejudice to any other rights or remedies, PRS reserves the right to recover from you the whole or part of any sum to which it becomes entitled under clause 2 above by way of deduction from any distributions allocated to you until such time as your liability is fully discharged under this Agreement.
4. PRS shall have no claim against you under clause 2 above in the event that it:
- 4.1 fails to notify you in writing of a Claim, promptly upon becoming aware of it;
- 4.2 fails to notify you in writing of all material developments together with copies of all correspondence, disclosure and other documents received in respect of a Claim, promptly upon becoming aware of them; or
- 4.3 directly settles a Claim, without your prior written consent (such consent not to be unreasonably withheld or delayed).
5. Once signed by you, the provisions of this Agreement shall take effect and shall continue in force until the conclusion of the final concert as set out in Schedule 2 below or, if sooner, the expiration of the Assignment. Clauses 2 to 4 above survive the termination of this Agreement.
6. This Agreement shall be construed and governed by the laws of England and Wales.

We would be grateful if you could confirm your agreement to the terms of this Agreement by signing, dating and returning this Agreement, following which PRS shall issue to you a signed Assignment in the form attached to this Agreement.

Yours faithfully

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<sup>2</sup> A “Claim” may include a claim brought against PRS by another author, composer, publisher or other proprietor in any of the works that you perform at the Concerts.

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**Performing Right Society Limited**

**Performing Right Society Limited** 1<sup>st</sup> Floor, Goldings House, 2 Hays Lane, London, SE1  
2HB [www.prsformusic.com](http://www.prsformusic.com)

Registered in England, No. 134396, VAT Reg No.440634276







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## Form of Assignment

To: [Member] ("Writer")  
[Publishers]

(together, "you")

[Date]

Dear Members

[Group/Tour]

1. This Assignment, under the terms of Article 7(g) of PRS's Articles of Association, is sent to you in response to Writer's request that PRS assigns to Writer the right to perform live in public the works set out in Schedule 1 to this Assignment ("Works"), when those Works are performed by [Group] at the concerts ("Concerts") on the dates and at the venues ("Territory") set out in Schedule 2 to this Assignment and on such other dates and/or at such other venues as you may notify us on or before the expiry of the term referred to in paragraph 3 below ("Term").
2. In consideration of the indemnity that Writer has given to PRS dated [Date] and received by PRS on [Date] and Writer's undertaking to pay to PRS the prescribed fee set out in Schedule 3 to this Assignment, PRS hereby assigns to you throughout the Term the right to perform the Works live in public during the Concerts.
3. The Term referred to in paragraph 1 above is the period beginning on [Date] and ending on [Date] or, if sooner, the date on which you cease to be a member of PRS, whereupon the rights hereby assigned to you shall with immediate effect revert to PRS and/or, as the context and PRS's Articles of Association so provide, the person for the time being entitled to such reversion on the cessation of PRS's control of such rights.
4. Nothing in this Assignment is intended to interfere with the terms of any publishing or other agreement as between you.

Yours faithfully

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2HB [www.prsformusic.com](http://www.prsformusic.com)

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For and on behalf of  
**Performing Right Society Limited**

**Schedule 1 Works**

<b>Work</b>
[Title]

**Schedule 2**

**Concerts**

<b>Date</b>	<b>Venue</b>	<b>Country</b>
[Date]	[Venue]	[Country]

**Schedule 3 Prescribed Fee**

The fee per work is £20 plus VAT, payable by way of deduction from the distribution to Writer immediately following this Assignment.