

Your Notified Details Form Article 7(g)

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 '<u>Self-administering public performances'</u> webpage.

Please:

- Fully and accurately complete the form and two tables below.
- Submit the completed form at least 20 working days before your first concert to <u>majorliveconcertservice@prsformusic.com</u>
- 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 form at least 20 working days before that concert – this means that if you do not submit your form 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 form, then you can refer to the Explanatory Notes and FAQs provided as well as the "example form" on our '<u>Self-administering public performances'</u> webpage, or speak to our team at <u>majorliveconcertservice@prsformusic.com</u>

To: Company Secretary, Performing Right Society Limited Goldings House 2, Hays Lane, London SE1 2HB ("**PRS**")

From: [insert name and address]

Dated: As below

I refer to the notice that I have given PRS by way of this PRS Article 7(g) Notified Details Form (the "**Notice**") in relation to the musical works and associated lyrics written, whether alone or jointly, by me and published by the persons ("**Publisher**") as set out in table A of the Notice (the "**Works**") that may be performed live in public at the concerts (the "**Concerts**") in the territories ("**Territory**") set out in tables A and B of the Notice on page 5 below.

It is acknowledged and agreed as follows:

- Pursuant to the Notice, I confirm that I have met the preconditions set out in Rule 13 (b) of PRS' Rules and reflected in this Agreement ("**Preconditions**") for the valid assignment to me of the live public performance right in respect of the Works for the Concerts (the "**Rights**") and accordingly such Rights shall be assigned to me subject to the terms of this Agreement.
- 2. In so far as the Concerts will or may also involve the public performance by me and/or others of (a) musical works and associated lyrics in which I have no interest and (b) that part of any Works written and/or composed jointly by me together with another rightsholder in which I have no interest, where such other rightsholder(s) is/are represented by PRS and does not require a re-assignment of their respective Rights for the purposes of the Concerts ("Other Rights"), my obligations under this Agreement, including to the extent that they survive it, are necessary for PRS' protection of the rights and interests of the holders of such Other Rights.
- 3. PRS will use reasonable endeavours to assign the Rights to me, in accordance with UK copyright laws, on the form set out in the Form of Assignment on page 7 below and, where applicable, the publisher within fifteen (15) business days of the date of PRS' receipt of this Agreement ("Assignment") and in any event shall issue the Assignment not later than 20 business days after the Notice; and no further action, obligation or notice by or from me as a precondition of such Assignments is required in respect of the Rights.
- 4. It shall not be a condition of the exercise by me of the Rights pursuant to the Assignment that I obtain a valid licence and pay fees due for the exercise of any live public performance rights that you do not assign to me (including without limitation the Other Rights), or that I accept sole and exclusive responsibility and obligation for doing so.

- 5. Provided that the Preconditions have been met and that I am not in breach of the Warranties & Representations (as defined below), PRS shall not directly or indirectly through its affiliated performing rights organisations ("PROs") or otherwise take any action against me or my licensees, or seek from me or the promoter of the Concert ("User") or any other licensee any sums in respect of (a) the Rights (b) any direct licence granted by me or on my behalf for the Rights ("Direct Licences") and/or (c) any monies received by me or on my behalf in respect of such Direct Licences.
- 6. For the purposes of this Agreement, the User is not, and shall not be deemed by the PRS, to be acting as my agent.
- 7. I undertake not to grant any licence to perform or otherwise exploit any live public performance rights in respect of the Other Rights or to collect or cause to be collected any income in respect of the Other Rights.
- In respect of each of the Works, I warrant and represent the following ("Warranties & Representations"):
 - 8.1. I am the sole or joint author of the lyrics and/or music to the Works;
 - 8.2. To the extent that I require it, I have asked the Publisher to consent to me exercising the Rights in the Works in the Territory;
 - 8.3. Upon issue of the Assignment, I will be entitled to exercise the Right in the Works in the Territory, to the extent of my interest in that Right;
 - 8.4. To the best of my knowledge and belief, there are no persons other than the persons specified in Table A of the Notice entitled to distributions from PRS or any of its PROs in respect of me exercising the Right in the Works in the Territory; and
 - 8.5. I am authorised to counter-sign this Agreement and pursuant to the Preconditions, PRS may treat such counter-signature as valid notice of my requirement for the Assignment.
- 9. Without prejudice to any other rights or remedies, I acknowledge that PRS reserves the right, upon determination by a court or competent authority or by agreement with me, to recover from me the whole or part of any sum to which it becomes entitled under clause 8 above by way of deduction from any distributions allocated to me until such time as my liability is fully discharged under this Agreement.
- 10. I acknowledge and agree that nothing contained in this Agreement will adversely affect, amend or negate the indemnity provided for in my Deed of Assignment to PRS or the effect of common law.
- I acknowledge that, once received by PRS, the provisions of this Agreement shall take effect and continue in force until the conclusion of the final Concert as set out in Table B below or, if sooner, the expiration of the Assignment.
- 12. This clause and clauses 2, 5, 8-10 incl, 13 and 14 survive termination of this Agreement.

- 13. Both parties agree to do all such things and execute all such documents as may be necessary to give effect to the provisions of this Agreement at their own cost.
- 14. This Agreement shall be construed and governed by the laws of England and Wales whose courts shall have exclusive jurisdiction.

Agreed:

_____.

[Name and signature]

Date signed:_____

Use only for multiple applicants:

Agreed: _____

[Name and signature]

Date signed:

Agreed:

[Name and signature]

Date signed:_____

For PRS use only:

Counter signed:
Date signed:
Date form received:

The Notice

A. Please list your works that you wish to license directly, including your publishers for those works:

WORKS Work	Tunecode or ISWC	Writer	Publisher
Please provide the full title of the work		Please provide your full name	Please provide the full name (e.g. Universal Music Publishing Limited not UMP) and list all of your publishers on this work

Note 1: You only need to list the publishers which are members of PRS in Table A. If you have any questions about Table A, please contact <u>majorliveconcertservice@prsformusic.com</u>

CONCERTS			
Date	Venue	Town/City	Country

A. Please list where you will be performing the above works:

Note 2: Overseas societies may not be able to allow you to directly license in their territories due to restrictions in their local law or otherwise. Any position taken by overseas societies is separate from and will not affect any assignment to you by PRS. We do not accept any responsibility for the position taken by overseas societies or in their local laws. If you want to check whether direct licensing is possible and/or desirable in the countries listed in Table B, please contact majorliveconcertservice@prsformusic.com

Note 3: You may need to amend your sub-publishing arrangements for the countries in Table B. If you have any questions about Table B, please contact <u>majorliveconcertservice@prsformusic.com</u>

PLEASE DO NOT FILL IN THE BELOW. THIS IS FOR REFERENCE ONLY

This is a sample of the document that will be sent to you following your submission of the Notice and tables A and B above.

Form of Assignment (SAMPLE FORM)

To: [Member] Ann Sample

[Publishers] A Publisher

(together, "you")

[Date] 6 December 2022

- 1. This Assignment, under the terms of Article 7(g) of PRS's Articles of Association, is sent to you in response to your Notice dated 6 December 2022 requiring PRS to assign to you the right to perform live in public the works set out in Schedule 1 to this Assignment ("Works") to the extent of your [respective] interest[s] in those Works, when those Works are performed by [Group]/[Artiste] 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 ("Terr").
- 2. In consideration of your 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 and the party concerned.

Yours faithfully

Sample Girguste

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For and on behalf of
Performing Right Society Limited

B. Please list your works that you wish to license directly, including your publishers for those works:

WORKS			
Work Please provide the full title of the work	Tunecode or ISWC	Writer Please provide your full name	Publisher Please provide the full name (e.g. Universal Music Publishing Limited, not UMP) and list all of your publishers on this work
An example of a work	T-12345678-1	Ann Sample	A publisher
An example of another work	T-0000000-1	Ann Sample	A Publisher

B. Please list where you will be performing the above works:

CONCERTS				
Date	Venue	Town/City	Country	
1 st December 2022	Example Venue	Manchester	England	
10 th December 2022	Sample Stadium	Edinburgh	Scotland	

Prescribed Fee

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