The Music Licence Terms and Conditions

1 Grant of Licence

1.1 We (as agent on behalf of PPL and PRS) grant You a non-exclusive licence for the Duration to Play and Perform the Music at or within the Premises in accordance with and subject to the Tariffs applicable from time to time, the Licence Document and these terms and conditions (including, without limitation, the exclusions set out in clause 20).

1.2 All rights not expressly granted by this Licence are reserved. This includes, without limitation, the right to make copies of the Music.

2 Terms of Agreement

2.1 This Agreement terminates and supersedes, with effect from the Licence Start Date, any prior agreements between (i) You and (ii) PPL or PRS granting You a licence to Play or Perform Music at the Premises.

2.2 For the purposes of this Agreement:

(a) any cross-references to any applicable Tariff to any PPL/PRS General Terms Document should be treated as referring to these terms and conditions; and

(b) subject to (a) above, if any part of these terms and conditions conflicts with any part of an applicable Tariff, that part of that Tariff will take precedence over the conflicting part of these terms and conditions. The terms of the Tariffs from time to time in force can be found on Our website at www.pplprs.co.uk.

3 Duration

3.1 The Licence will start on the Licence Start Date and, except where the Licence is a Permit, will renew at the end of each Licence Year unless terminated in accordance with the provisions of clause 9 (Termination).

3.2 Where the Licence is a Permit, it will end on the Licence End Date, subject to the provisions of clauses 9.1 (Termination for material breach), 9.2 (Termination for insolvency), and 9.5 (Cancellation).

4 Payment of Royalty

4.1 You will pay the Royalty to Us in accordance with this Agreement.

4.2 The Royalty is calculated in accordance with the rates set out in the relevant Tariff(s) (as may change from time to time). The amount of Royalty may be affected by the Use Details as varied from time to time by any changes notified by You to Us or which otherwise come to Our attention, and other factors specifically set out in the relevant Tariff(s), including an inflation adjustment.

4.3 You will, following receipt of an invoice from Us and not later than the payment date specified on that invoice, pay that invoice together with Value Added Tax at the applicable rate, in respect of the Royalty due.

5 Use Details

5.1 Provision of Use Details by You

5.1.1 Where We conduct an annual (or other regular) review of Your Use Details, You will provide Us with the Use Details for the specified Royalty Period(s) within the time period requested by Us (which will be no less than 14 days from the date of the request) in order for Us to calculate the Royalty due.

5.1.2 You will also provide Us with Use Details at any other time upon receiving a request from Us, within the time period requested by Us (which will be no less than 14 days from the date of the request).

5.1.3 You warrant and represent that the Use Details provided by You to (and any other information You provide to Us) are complete and accurate.

5.2 Changes in Use Details

5.2.1 Where there is any change of the Use Details from those previously reported to Us (or otherwise used by Us to calculate the Royalty due in the relevant Royalty Period and communicated to You), We will provide You with the changed Use Details in advance of the change or, if this is not practicable, within 14 days of the change. Our contact details can be found at www.pplprs.co.uk.

5.2.2 In the case of changes in Use Details as referred to in clause 5.4 above, the following will apply:

(a) if the result of the change is that the Royalty payable for the Royalty Period in which the change occurs increases, You will pay the additional sum to Us following receipt of an invoice from Us for that sum, no later than the payment date specified on that invoice;

(b) if the result of the change is that the Royalty payable for the Royalty Period in which the change occurs decreases, the amount of the reduction (which will be calculated from the date You notify Us of the change in Use Details or, if the decrease is as a result of the disposal of Premises the date the disposal took place), will be credited against any Royalty due for that Royalty Period. If no such Royalty is payable, any decrease will be credited against any Royalty due for the following Royalty Period.

5.3 Non-provision of Use Details

5.3.1 If:

(a) You do not notify Us of the Use Details for a given Royalty Period within the period set out in clause 5.1 or 5.2; or

(b) We discover that the Use Details for a given Royalty Period are incorrect or have changed, and You do not provide Us with the correct or changed Use Details within the time period set out in clause 5.4, then, without prejudice to Our right of termination under clause 9.1, We reserve the right to estimate the Use Details for that Royalty Period (based on the Use Details for a previous Royalty Period and/or any other relevant information of which We are aware) and to raise an invoice for a sum calculated on the basis of that estimate (which sum will be payable on account of the Royalty for the Royalty Period to which the invoice relates).

5.4 Use Details Records

5.4.1 If one or more of the Tariffs applicable to Your Licence is based on Use Details that comprise revenue figures, number of events, attendance figures, staff numbers or other accounting information, You agree to keep sufficient records of those Use Details ("Use Details Records") to enable those Use Details to be checked at a later date in accordance with the terms of this Agreement.

5.4.2 Where clause 5.7 applies, You agree to keep Use Details Records for each Licence Year to which it applies, and retain them for six years after the end of that Licence Year (the "Retention Period"). If the Agreement is terminated before the end of the Retention Period, you must retain Use Details Records until the earlier of (i) the date falling two years after the date of termination, and (ii) the end of the Retention Period.

6 Changes to Tariffs

6.1 The Tariffs may from time to time be varied by PPL or PRS (as applicable) or by order of the Copyright Tribunal. In either case, We will notify You as soon as reasonably practicable of any variation made to Tariffs affecting the amount of Your Royalty.

6.2 The change in the amount of any Royalty resulting from a variation of the Tariffs will take effect from the beginning of Your next Royalty Period covered by the affected Tariff, unless the variation is the result of a Copyright Tribunal order which states the date on which the change is to become effective, in which case that date will be the effective date. Where a Copyright Tribunal order sets an effective date that is earlier than the date of the order, any adjustment to the Royalty payable by You will take effect in accordance with clause 5.5.

7 Rights of Entry and Inspection

7.1 You agree to grant permission to Us, as well as Our duly-authorised representatives, to enter and inspect the Premises during business or opening hours for the purposes of checking the Use Details and/or (where reasonable to do so) otherwise checking Your compliance with this Agreement. Without affecting Our rights under this Agreement, where We carry out an inspection pursuant to this clause, we will do so in accordance with our obligations under Our Code of Conduct.

7.2 You agree to provide Us (and Our duly-authorised representatives) with all reasonable assistance that We (or those representatives) may reasonably require in connection with the exercise of Our rights under this clause 7 (including, where relevant, permitting and enabling inspection of Use Details Records in accordance with clause 7.3).

7.3 For the purposes of paragraph (a) above, (i) if any information We reasonably require to check the Use Details under this clause 7 is contained in Use Details Records, our rights under clause 7.1 and 7.2 include access to those Use Details Records. Where those Use Details Records are not kept at, or are not immediately accessible upon entry to, the Premises (or We reasonably believe that to be the case), You agree to permit and enable such access within 14 days of Our request, at the location where those Use Details Records are kept, unless We agree an alternative time period and/or location with You. We will only inspect Your Use Details Records (and, to the extent that it is relevant to Your Licence, will only make use of the information comprised in them) in relation to Your Licence.

8 Music Reporting

8.1 If any Live Tariff is applicable to Your Licence:

(a) You will send or submit to Us, immediately after a Live Event or Festival covered by Your Licence, set list information detailing the Music Played and Performed at that Live Event or Festival and any other information that We reasonably require in the form including Through PRS's Live Concert Service.

(b) You will agree to issue to any of Our duly-authorised representatives backstage passes to any Live Event or Festival covered by Your Licence under a Live Tariff, to enable those representatives to obtain information relating to the Music performed at that Live Event or Festival. Please note, exercise of this right of entry will not amount to a waiver by Us of Our rights or release of You from Your obligations under clause 8.1(a).

9 Termination

9.1 Termination for material breach

9.1.1 We may terminate this Agreement immediately on giving You written notice if You commit a material breach of any term of this Agreement which cannot be fixed or, if it can be fixed, You do not fix the breach within fourteen days of being notified in writing to do so. For the avoidance of doubt, and without limitation, any breach by You of clauses 4 (Payment of royalty), 5 (Use Details), and/or 7 (Rights of entry and inspection) is deemed a material breach.
Termination for insolvency
9.2 We may terminate this Agreement immediately on giving written notice if:
(a) in the case of an individual, You become bankrupt or make an arrangement with Your creditors or cease to carry on business; or
(b) in the case of a company or other body corporate, You:
(i) go into receivership, administration or any resolution is passed for Your winding-up, (other than for the purposes of reconstruction or amalgamation) or;
(ii) are dissolved or struck off the Companies Register; or
(iii) make an arrangement with Your creditors or cease to carry on business; or
(c) in the case of a partnership or other unincorporated association, You make any arrangement with Your creditors or cease to carry on the business or activities for which You were established; or
(d) You are subject to any event which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (a) to (c) above; or
(e) You otherwise become unable to pay Your debts.

Termination for convenience
9.3 Both We and You may terminate this Agreement for convenience, with effect from the end of a Licence Year, on giving to the other at least one month's written notice prior to the end of that Licence Year.

Termination by You in response to variation
9.4 If We notify You under clause 15 of a variation of these terms and conditions, You may terminate this Agreement by giving Us written notice, provided that such notice is given no later than 30 days after the date on which We notify You of the variation. In such case, termination shall take effect on the day before the date on which the variation to these terms and conditions comes into effect. For the avoidance of doubt, this clause 9.4 does not apply to variations of Tariffs which are governed by clause 6.

Cancellation agreement
9.5 Provided that You have not Played or Performed Music under this Agreement, You may terminate this Agreement with immediate effect upon giving Us written notice within 14 days of the Agreement Date. If You have validly terminated this Agreement in accordance with this clause 9.5, We will refund to You any Royalty paid to Us pursuant to this Agreement.

Notice of Termination
9.6 Any notice served by or on behalf of You or Us under this clause 9 must be in accordance with clause 11, in writing and delivered either personally or by post.

Effect of Termination
9.7 Upon termination, Your Licence will immediately end and You will immediately pay to Us all sums due and outstanding under this Agreement. The termination of this Agreement (regardless of how termination has been caused) is without prejudice to any right arising under or by virtue of this Agreement accrued prior to the date of termination, and any other right We (and/or Our Affiliates) may have in law, in respect of Your previous or continuing Playing or Performing of the Music.

10 Data Protection – how We may use Your Information

10.1 This clause 10 explains how We may process Information relating to You (and possibly to other individuals associated with You, such as Your employees) that We obtain in relation to this Agreement. To view Our full privacy policy, please visit www.pplprs.co.uk.

10.2 For the purposes of the Data Protection Laws, PPL PRS Limited is the controller of personal data of PPL. For more information, please contact Our Data Protection Officer via dataprivacyofficer@pplprs.co.uk.

10.3 We may collect Information relating to You or other individuals in connection with this Agreement, or when You or they contact Us (whether by post, email or by telephone). That Information may include an individual's name, contact details (for example, a postal or email address and/or telephone number) and/or payment information (for example a record of whether payment was made by direct bank transfer, or by credit/debit card).

10.4 We may use the Information for the purposes of:
(a) constructing and administering copyright licences; (b) enforcing Our rights (and the rights of Our Affiliates and their members), including establishing whether further copyright licences are required to be held and related administration and/or enforcement activities; (c) administering Your and Our Affiliates' relationships with Us including, for example, this Agreement, any future agreements, licensing matters and enquiries; and (d) research and analysis including use of Our and/or Affiliate services, enforcement and analysis of the types of organisations and entities that hold or should potentially hold relevant copyright licences.

10.5 We may provide the Information to:
(a) Our Affiliates, subcontractors and/or agents appointed in connection with the matters set out in 10.4(a) to (d) above; and
(b) law enforcement or regulatory bodies from time to time in relation to any intended or potential action or breach of copyright or otherwise where We are under a legal obligation to disclose such Information.

10.6 We only collect Information for the specific purpose set out at clause 10.4 and the purposes set out in Our privacy policy. For the purpose of the Data Protection Laws, the legal bases on which We process Information are that the processing is necessary (a) for the performance of this Agreement, or (b) for the purpose of Our legitimate interest in administering copyright licensing, including facilitating the obtaining and maintaining of a valid copyright licence. We will only retain Information for as long as is necessary to fulfil these purposes, and for legal and regulatory compliance.

11 Notices

11.1 Any notice given or required to be given by or on behalf of a party under this Agreement must be in writing and, subject to the specific rules for notice of termination set out in clause 9, may be served either personally or by post or email:
(a) on Us, at Our registered office, or by email to CustomerService@pplprs.co.uk (except that notices by email relating to live music reporting pursuant to clause 8.1(a) should be sent to LiveMusic@pplprs.co.uk); and
(b) on You, at any address or contact email address You have provided in connection with this Agreement; or
(c) in either case, at any other post or email address that either party may provide to the other in accordance with the provisions of this clause.

11.2 A notice will be considered to be given:
(a) if delivered personally, at the time and date of delivery;
(b) if by ordinary first class post, 3 business days after posting; and
(c) if by ordinary second class post, 5 business days after posting; and
(d) if by email, on the day the communication is sent (provided that no technical 'delivery failure' notice is then received by the sending party).

12 Waiver

No failure or delay by Us in exercising any right or remedy (including any partial exercise of such right or remedy) provided under this Agreement or by law will constitute or be construed as a waiver by Us of that or any other right or remedy. In addition, it will not restrict the further exercise of that or any other right or remedy unless otherwise agreed by Us in writing.

13 Invalidity

If at any time any provision or part-provision of this Agreement is or becomes or is held by any court of competent jurisdiction to be illegal, invalid or unenforceable in any respect, such provision or part-provision will be severed and the remainder of the provisions of this Agreement will continue in full force and effect.

14 Entire Agreement

14.1 Subject to clause 14.2, this Agreement sets out the entire agreement of the parties relating to its subject matter and supersedes and extinguishes all prior agreements and pre-Agreement statements between the parties. A pre-Agreement statement means any undertaking, representation, warranty, assurance or arrangement of whatever nature made or given (whether in writing or orally) by a party to the Agreement or any other person at any time prior to the Agreement Date.

14.2 In relation to any pre-Agreement statement, the provisions of clause 14.1 will not apply if and to the extent that the pre-Agreement statement was made fraudulently and induced the other party to enter into the Agreement.

14.3 Any terms and conditions proposed by You when applying for the Licence do not form part of this Agreement unless expressly agreed by Us in writing.

15 Variation

Without prejudice to the provisions of clause 6, We may from time to time vary the terms and conditions of this Agreement by giving notice to You, such variation to take effect not less than 30 days after the date of the notice.

16 No Assignment

This Agreement is personal to You. You may not assign or transfer the rights or obligations under this Agreement without Our prior written consent, the giving of which will be at Our absolute discretion.

17 Third Party Rights

Without prejudice to any rights of PPL and PRS, this Agreement does not create any right enforceable by any person not a party to it unless otherwise agreed by Us in writing.

18 Complaints

If You wish to make a complaint about Our dealings with You in connection with this Agreement, please refer to Our Code of Conduct (which includes details of Our Complaints Procedure). Our Code of Conduct can be found on Our website at www.pplprs.co.uk.
In this Agreement, unless the context otherwise requires:

Definitions

20.1 the Performance of a Dramatico-musical Work or a Dramatic Excerpt (unless the Performance is given by means of a film made primarily to be shown to the public in cinemas or similar premises, or on the radio or television);

20.2 the Performance of Non-Dramatic Excerpt(s), where:
   (a) the total duration of the excerpt(s) in the course of the same programme is 25 minutes or more and/or
   (b) the excerpt(s) are an abridged version of the complete work; and/or
   (c) the excerpt(s) are or cover a complete act of the work;

20.3 the Performance at any Musical Work (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;

20.4 the Performance of any Musical Work adapted to dramatic form;

20.5 the Performance of the whole or any part of any Music or associated words composed or used for a ballet if accompanied by a visual representation of that ballet or part of it, unless the Performance takes place in a film made primarily to be shown to the public in cinemas or similar premises or on the television;

20.6 the Performance of any Musical Work specially written for a sound and light production when performed in or in conjunction with that production;

Alteration, derogation use etc

20.7 the Performance of any Musical Work accompanied by words that are not published or otherwise associated with it by the relevant rights holder(s) of the Musical Work;

20.8 the Performance of any Music in any altered or re-arranged form that gives it a parodied or burlesque effect;

20.9 any Playing or Performance of any musical work which is likely to be derogatory or detrimental to any person whose performance, composition and/or copyright is contained in the Music, or which implies that such person or Music is endorsing or advertising any goods or services (whether Yours or those of any third party), or any third party organisations or individuals;

Exclusions

20.10 without limiting clause 20.9, any Playing or Performance of Music as an introduction to, or otherwise closely connected with the presentation of any political announcement, including keynotes speeches during political party conferences and campaigns (unless You have obtained in advance the written permission of all relevant rights holders); and

Other exclusions

20.11 any Playing or Performing any Music by means of recordings on any physical or digital storage media, if the making of such recordings infringed the copyright in that Music. It is Your responsibility to ensure that any physical or digital sources of Music that You use for the Playing or Performing of Music are legal and do not prohibit You from using Music for those purposes.