TERMS AND CONDITIONS

1. HOW A LICENCE IS GRANTED
   1.1. A Licence is granted by PPL only upon;
      1.1.1. The Licensee having made full payment of the Licence Fee in accordance with the Invoice provided by PPL; and
      1.1.2. PPL having received and accepted full, cleared payment of the Licence Fee, plus VAT.
   1.2. All other actions, including (i) PPL providing, or the Licensee returning an application form, (ii) the provision of any information by the Licensee to PPL, (iii) the issuing of an invoice, or any other action, will not be considered either an offer or acceptance of a licence by either party.
   1.3. Until a Licence is granted, the playing of Recorded Music or of Musical Works in public at the Named Premises or as otherwise provided under the Relevant Tariff will be unlicensed in the absence of individual licences from PPL (in respect of Recorded Music) or PRS (in respect of Musical Works).
   1.4. Once granted, the Licence lasts for the Licence Period, which is set out on the Invoice and which may be ended earlier according to the provisions of these Terms and Conditions.
   1.5. In granting licences for Music under the Relevant Tariffs, PPL is acting as agent for PRS in respect of Musical Works. PPL is authorised by PRS to take certain action on its behalf regarding any breach of the Licence relating to Musical Works.

2. THE TERMS THAT APPLY TO YOUR LICENCE
   2.1. These Terms and Conditions apply to every Single or Joint Licence issued by PPL. For each Licence there will also be one or more Invoice, one or more Relevant Tariffs and the PRS Statement of Rights (as applicable). If there is any conflict between these documents then the Relevant Tariff takes precedence, followed by the Terms and Conditions, the PRS Statement of Rights (if applicable) and then the Invoice.
   2.2. Additional terms may apply in respect of certain methods of making payment such as, for example, Direct Debit or online payments. Where these apply this will be communicated to the Licensee by PPL before or at the time of the payment arrangement being made.
   2.3. PPL has to treat all Licensees fairly and equitably and therefore when granting a Licence under any of the Relevant Tariffs all licences are granted on the same terms. Any terms and conditions provided or proposed by the Licensee do not form part of any Licence.
   2.4. The Licence only covers the use of Music that has been legally obtained for the use set out in the Relevant Tariff and the Invoice and which is not an infringing copy. The Licence does not cover any other use or any other types or categories of work.
2.5. The Licence only covers the copyright in:

(1) sound recordings and in literary and/or musical works (in respect of a Joint Licence)

(2) sound recordings or, as the case may be, literary and/or musical works (in respect of a Single Licence)

and does not grant any rights, consents or authorisations of any other nature, such as, for example, copyright in dramatic works embodied in sound recordings.

2.6. The Licence does not allow the Licensee to include any Music in any broadcast, or copy any Music for any purpose whatsoever. PPL and PRS have different licences and terms for these types of use of Music.

2.7. Irrespective of the status of the grant of Licence under Clause 1, these Terms and Conditions apply from the commencement of the Period specified in the Invoice in respect of the use of Musical Works and Recorded Music. These Terms and Conditions terminate and replace, with effect from such date, any prior agreement and/or licence between PRS and Licensee regarding the Performance of Music covered by the Relevant Tariff at the Named Premises without affecting the Licensee's outstanding payment obligations (if any).

2.8. In circumstances where the Invoice also identifies a period of Transitional Use in respect of Recorded Music these Terms and Conditions shall also apply to such use from the Period identified in the Invoice in respect of such Transitional Use of Recorded Music.

3. THE LICENCE FEE

3.1. The Licence Fee is calculated according to the Relevant Tariff(s) and based on the information supplied to PPL before the Licence was granted. The Licensee confirms and guarantees that all information given to PPL is accurate and not misleading to any material extent.

3.2. Unless otherwise set out in the Relevant Tariffs, the Licence Fee is calculated by combining all areas that the Relevant Tariff applies to within each building (or if the Relevant Tariff does not apply to buildings, to each site or other unit). A separate calculation is made for each different building or site.

3.3. Separate calculations and licences are required if different areas within the same building or site are controlled by different Licensees.

3.4. The Licensee must pay PPL all amounts due for a Licence in full without any deduction or set-off (equitable or otherwise). The Licensee may not assert any credit or counterclaim against PPL and/or PRS to justify withholding all or part of any payment.

3.5. If there are a number of different invoices or amounts owed by the Licensee to PPL and/or PRS, PPL may apply any sums paid by or on behalf of the Licensee to PPL or PRS against any of these amounts.
3.6. The Licence Fee does not include VAT and the Licensee shall pay any VAT or similar tax where the same is applicable at the prevailing rate or rates from time to time.

4. CHANGES DURING THE LICENCE PERIOD

4.1. If any of the Information supplied to PPL changes, or is, or becomes inaccurate or misleading to any material extent during the Licence Period, the Licensee must notify PPL promptly in writing of such changes unless the Relevant Tariff specifically provides for different arrangements.

4.2. If the change in circumstances is such that the Licence requires amendment and/or any additional PPL or PRS licence is required, the Licensee must notify PPL and pay any additional licence fees payable in advance of the change in circumstances occurring.

4.3. Failure to notify PPL where additional fees may be due will mean that the Licence shall terminate with effect from such change in circumstances occurring (so that all usage is unlicensed, not just the additional usage). In any event, PPL will need to provide its consent before any change to a Licence, or any new Licence, is effective.

4.4. If the change in circumstances is such that the Licensee is no longer responsible for the use of Music at the Named Premises and/or cannot comply with Clause 6.1, the Licence shall cease immediately upon that change.

4.5. PPL does not generally provide refunds or accept any other liability if the information originally provided to PPL is inaccurate or if a Licensee’s circumstances change. However, PPL will consider refunds in particular circumstances and operates a refunds policy, which may be subject to change from time to time.

5. PROHIBITED AND EXCLUDED USES OF MUSIC

5.1. As part of the Licence, the Licensee agrees to not:
   5.1.1. play any Music in public other than as permitted under the Licence;
   5.1.2. make any unauthorised copy of any Music.
   5.1.3. use any Music in such a way as may be taken to state or imply that any groups or individuals or any goods or services other than the Music played are endorsed by, advertised or associated with any artists whose performance is contained on the Music or other party who owns rights in or in connection with such Music;
   5.1.4. use any Music in any context which ought reasonably to be considered as likely to be derogatory or detrimental to the artist or group of artists featured in such Music; or
   5.1.5. authorise, encourage or permit any other person to do any of the above acts.

5.2. The full extent and limits of the Licence insofar as it relates to Musical Works are set out in the PRS Statement of Rights and the following categories of
Performance of Music are or may depending on the context be excluded from the scope of the Licence:

5.2.1. live opera, operettas, pantomimes and revues;
5.2.2. son et lumière productions
5.2.3. theatrical productions
5.2.4. Performances of Music accompanied by words other than those normally associated with the Music
5.2.5. dramatic presentations of the Music;
5.2.6. parodic or burlesque Performances of Music; and
5.2.7. other exclusions specified as such in the Relevant Tariffs.

6. INSPECTION

6.1. Where PPL has a reasonable belief that any of the rights of PPL and/or PRS have been, are being or may be infringed or otherwise prejudiced at the Named Premises or any other premises of the Licensee, the Licensee shall permit (and warrants that it is able to permit) PPL and/or PRS to enter and remain at such premises to:

6.1.1. determine the accuracy of the information provided by or on behalf of the Licensee;
6.1.2. ascertain the Licensee’s compliance with the Terms and Conditions; and/or
6.1.3. investigate infringement of or other prejudice to the rights of PPL and/or PRS in Music.

6.2. The Licensee shall provide PPL and/or PRS with all assistance of whatever nature that PPL and/or PRS may reasonably require in connection with Clause 6.1.

7. TERMINATION

7.1. Subject to Clause 7.3, the Licence will automatically terminate:

7.1.1. on the expiry of the Licence Period;
7.1.2. upon the application of Clause 4.3;
7.1.3. if the Licensee is in breach of any of the Terms and Conditions and, where the breach is capable of remedy, the breach is not remedied within 14 days of PPL notifying the Licensee;
7.1.4. if a statutory demand is served upon the Licensee;
7.1.5. if the Licensee enters into an agreement or composition with or for the benefit of its creditors or applies for any statutory relief from its debts;
7.1.6. if the Licensee suffers an execution to be levied against its goods or property;
7.1.7. if the Licensee (being a company) is wound up whether compulsorily or voluntarily (save for the purpose of reconstruction or amalgamation);
7.1.8. if the Licensee has a receiver, administrator or trustee in bankruptcy appointed over its assets or any of them;
7.1.9. if notice of any liquidation or other proceedings relating to insolvency are served upon the Licensee; or
7.1.10. if the Licensee is no longer eligible under the terms of the Relevant Tariffs.

7.2. Termination of the Licence will not affect any rights accrued by PPL and/or PRS to the date of termination.

7.3. Where Clause 7.1.2 or Clause 7.1.3 applies, PPL may elect for a Joint Licence to continue in force but for Musical Works or Recorded Music to be excluded from the Joint Licence.

8. RENEWAL

8.1. PPL may send the Licensee a renewal notice before the end of the Licence Period inviting the Licensee to tender payment for a Renewed Licence. Any renewal notice is not an offer to grant a Renewed Licence (or any other licence). If the Licensee wishes to renew the Licence it must pay PPL the appropriate licence fee in full (which for the avoidance of doubt may change in accordance with any change in the Relevant Tariff). It is the Licensee’s responsibility to contact PPL and ensure that it obtains a Renewed Licence (or any other licence) if it requires one. The Licensee also agrees to inform PPL if it no longer requires a licence.

8.2. If any of the details set out in any renewal notice are incorrect the Licensee must notify PPL in writing of any changes that are required to the renewal notice so that such changes may be incorporated into any Renewed Licence.

8.3. For the avoidance of doubt the Terms and Conditions will apply in full to any Renewed Licence and any reference to ‘the Licence’ in the Terms and Conditions shall, in the context of any Renewed Licence, be read as referring to such Renewed Licence.

9. NOTICES

9.1. Any communication or notice in connection with the Licence to PPL should be made in writing and delivered personally or sent by post (air mail if overseas) to PPL’s registered address (if to PPL) or to the address specified in the Invoice (if to the Licensee) or to such other address as a party may specify by notice in writing to the other. In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly given

9.1.1. if delivered personally, when left at the address referred to above;
9.1.2. if sent by mail other than air mail, two days after posting it; and
9.1.3. if sent by air mail, six days after posting it.

10. DATA PROTECTION

10.1. PPL and PRS may use the Information (including any personal data such as names and contact details) provided to them in connection with the Licence for the purpose of calculating appropriate licence fees, contacting licensees, applicants and other respondents regarding PPL and/or PRS licences and to research and analyse the types of organisations and entities that hold, or should potentially hold, relevant copyright licences. Information may be disclosed to our partner agencies to assist in the licensing, administration or enforcement of our rights, or to law
enforcement bodies from time to time in relation to any intended or potential action for breach of copyright.

10.2. PPL and PRS may also exchange information with other collecting societies for the purpose of establishing whether further copyright licences are required to be held.

10.3. The Licensee warrants that it will obtain the consent of any individual whose personal data is submitted to PPL and/or PRS before submission of that data.

11. MISCELLANEOUS

11.1. Whenever PPL’s permission, consent or agreement is required, that consent or agreement must be given in writing in advance and signed by an Authorised Signatory of PPL.

11.2. No waiver by PPL of any breach of any provision of the Terms and Conditions or the Licence shall be deemed to be a waiver of any other breach. No waiver shall be binding or effective unless made in writing by an Authorised Signatory of PPL. No single or partial exercise of any right, power, privilege or remedy precludes any other or further exercise of such or any other right, power, privilege or remedy available to PPL and/or PRS under the Terms and Conditions. The rights, powers, privileges and remedies in the Terms and Conditions are cumulative and are not exclusive of each other or any other rights or remedies otherwise available to PPL or PRS at law or in equity.

11.3. No variation or amendment of the Licence shall bind either party unless agreed to in writing by their respective duly authorised representatives, which in PPL’s case will be an Authorised Signatory of PPL.

11.4. The Terms and Conditions shall not constitute any form of partnership or joint venture between the Licensee and PPL and/or PRS.

11.5. If any provision (or part thereof) of the Terms and Conditions shall be determined by any court of competent jurisdiction to be void or unenforceable all other provisions (and if part of the provision is so determined to be void or unenforceable, the remainder of that provision) of the Terms and Conditions shall nevertheless continue in full force and effect.

11.6. The clause headings in the Terms and Conditions are for information only and do not form part of them.

11.7. The Licence is personal to the Licensee and the Licensee shall not assign, transfer, charge, hold on trust or sub-license or purport to assign, transfer, charge, hold on trust or sub-license the benefit of the Licence or any part of it or interest in it without PPL’s prior written consent to be given or withheld at its absolute discretion.

11.8. Subject to Clause 1.5, a person who is not a party to the Licence has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Licence but this does not affect the right or remedy of a third party that exists or is available apart from that Act.

11.9. The Licensee irrevocably waives any right it may have to seek a remedy for:
11.9.1. any misrepresentation which has not become a term of the Licence; or
11.9.2. any breach of warranty or undertaking (other than those contained in the Terms and Conditions) whether express or implied, statutory or otherwise; unless such misrepresentation was made or such warranty or undertaking was given fraudulently.

11.10. The Licence, the Relevant Tariffs and the Terms and Conditions can apply to Licensees in any territory but are subject to English law and jurisdiction.

12. INTERPRETATION

12.1. The following words have the following meanings:

"Authorised Agent" means any organisation to the extent that the organisation has been officially authorised in writing by an Authorised Signatory of PPL to administer any aspect of the Licence, including issuing invoices, the receipt and collection of Licence Fees, granting licences, conducting inspections and audits, and taking action to enforce any of the terms of the Licence;

"Authorised Signatory of PPL" means a director or head of department of PPL;

"Information" means any information relating to the use of Music by the Licensee supplied to PPL by the Licensee whenever supplied including, without limitation, all information the Licensee is required to provide to PPL for the purposes of determining the appropriate Licence Fee;

"Invoice" means the document issued by PPL which records the details of the Licence subject to the Relevant Tariffs and the Terms and Conditions, and may be the invoice for the same;

"Joint Licence" means the non-exclusive licence to play Music in public (or to authorise the playing of Music in public) at the Named Premises granted by PPL to the Licensee. The Joint Licence may cover other or alternative uses of Music if expressly specified in the Invoice and subject to the terms of the Relevant Tariffs, these Terms and Conditions, and the PRS Statement of Rights (in relation to Musical Works);

"Licence" means a Single Licence or a Joint Licence;

"Licence Fee" means the fee for the Licence as specified in the Invoice(s), including any surcharge issued in accordance with the Relevant Tariffs;

"Licence Period" means the licence period starting from the earliest of:

(a) the commencement of the Period specified in the Invoice in respect of the use of Musical Works and Recorded Music; and

(b) in circumstances where the Invoice also identifies a period of Transitional Use in respect of Recorded Music, the commencement of such Period specified in the Invoice in respect of such Transitional Use, and continuing until the date of expiry specified in the Invoice or the date of any earlier termination in accordance with Clause 7 of the Terms and Conditions;

"Licensee" means the licensee named in the Invoice;

"Music" means Recorded Music and Musical Works;

"Musical Works" means all musical works, including all words associated with them, in which the rights to perform in public, to communicate to the public and to authorise others to do the same are at the time of such act or authorisation owned and/or controlled by PRS;
“Named Premises” means the premises named in the Invoice;
“PPL” means Phonographic Performance Limited whose registered address is 1 Upper James Street, London, W1F 9DE;
“PRS” means Performing Right Society Limited whose registered office is 29-33 Berners Street, London W1T 3AB;
“PRS Statement of Rights” means the document (currently entitled Statement of Rights administered by Performing Right Society Limited) published by PRS setting out the full extent and limits of the Licence as it relates to Musical Works;
“Recorded Music” means all those sound recordings the ownership or control of the relevant copyright in which shall be vested in PPL or PPL’s members from time to time;
“Relevant Tariffs” means the relevant PPL and PRS public performance tariff or tariffs applicable from time to time as identified on the Invoice;
“Renewed Licence” means any renewal of the Licence granting the Licensee a further licence;
“Single Licence” means the non-exclusive licence to play either Recorded Music or Musical Works (but not both) in public (or to authorise the playing of such works in public) at the Named Premises granted by PPL to the Licensee. The Single Licence may cover other or alternative uses of Recorded Music (or, as the case may be, Musical Works) if expressly specified in the Invoice and subject to the terms of the Relevant Tariffs, these Terms and Conditions, and the PRS Statement of Rights (in relation to Musical Works);
“Terms and Conditions” means these general terms and conditions (as may be amended from time to time);
“VAT” means value added tax.

12.2 References to playing Music in public include the performance of Music in public and strictly to the extent (if any) expressly specified in the Relevant Tariffs, to the communication of Music to the public.

12.3 Where expressions are used in the Terms and Conditions which are expressions used in the Copyright, Designs and Patents Act 1988 (as may be amended from time to time), they shall have the same meaning in the Terms and Conditions as in that Act, unless the context otherwise requires.

12.4 PPL may carry out any right or action provided for under these Terms and Conditions via an Authorised Agent of PPL.

12.5 References to any provision or document shall be construed as references to such provision or document as amended or varied from time to time, whether by PPL, PRS or otherwise.