



CODE OF CONDUCT FOR MEMBERS

Welcome to the PPL Code of Conduct for members.

We are committed to providing first-class service to all our customers, and this Code sets out our key commitments to our members and prospective members. It sets out important information about PPL (and how to find out more), what you can expect from us, and how you can help us to help you. It also incorporates our Comments, Feedback and Complaints procedure.

The Code is divided into the following sections:

- 1. About PPL**
- 2. Our customer service**
- 3. Your membership**
- 4. Comments, Feedback and Complaints**
- 5. About this Code**

1. ABOUT PPL

1.1 **PPL in overview**

PPL is the UK-based music licensing company which licenses recorded music to be played in public or broadcast (including online). Established in 1934, PPL carries out this role on behalf of its tens of thousands of record company and performer members.

PPL licenses hundreds of thousands of businesses and organisations from all sectors across the UK, Channel Islands and Isle of Man who play recorded music to their staff or customers and who therefore require a licence by law. These can range from pubs, bars, nightclubs and hotels to shops, offices, factories, gyms, schools, universities and local authorities. PPL also licenses music service providers to copy recorded music for services such as in-store music systems, jukeboxes, fitness compilations and in-flight entertainment systems.

PPL's broadcast and online licensing covers the use of recorded music on the BBC's television, radio and iPlayer services and by hundreds of commercial broadcasters. These include ITV, Channel 4, Five and BSkyB, together with services such as Virgin Media and BT TV. These licences often cover a range of new media uses of recorded music in addition to "traditional" broadcasts. PPL also licenses commercial radio networks such as Capital, Heart and Absolute Radio, online services such as Blinkbox Music, and community, hospital, student and prison radio stations.

PPL also operates an International service, used by many of its members. Through over 60 agreements with music licensing companies globally, PPL is able to collect licensing revenue from the use of its members' recorded music around the world. Under these agreements with other music licensing companies, PPL also acts on behalf of their members to collect their UK licensing revenue.

After the deduction of PPL's operating costs, the revenue collected by PPL is distributed to its members based on information about the music used by licensees and the data contained in the PPL Repertoire Database, which holds the details of the millions of recorded music tracks covered by PPL's licences.

PPL has a large and diverse membership. Members include major record companies and globally successful performers, as well as many independent record companies, sole traders, session musicians and emerging artists – all of whom are legally entitled to be fairly paid for the use of their work.

(PPL also has a "sister" company, VPL, which licenses music videos to be played in public or broadcast (including online) – for more details, see Section 1.4 below.)

1.2 **More about what we do**

Legal basis

The primary legal basis for PPL's licensing activities is the Copyright, Designs and Patents Act 1988 (referred to in this Code as the "1988 Act"), which is the main copyright legislation applicable in the UK (having been preceded by the 1911 Copyright Act and the 1956 Copyright Act). The 1988 Act defines certain categories of copyright works and gives certain exclusive rights to the owners of copyright in those works, such as the right to copy the works or play them in public. This includes rights in "sound recordings" – the legal term for what PPL usually refers to as recorded music. It also includes similar rights in the performances on those sound recordings.

When a sound recording copyright owner becomes a member of PPL, they then grant PPL the rights to license their sound recordings on their behalf. This is done through a formal legal process called assignment (which transfers the right to PPL) or by appointing PPL as their agent. The documentation used to do this is called a rights appointment, or mandate. For more details, see Section 3 below.

Where sound recordings are played in public or broadcast in the UK, performers whose performances are included in those recordings are, in many circumstances, entitled to receive a fair payment (known as “equitable remuneration”). Under the 1988 Act, this entitlement is to a payment from the sound recording copyright owner, rather than the business or broadcaster which has used the recording. In practice, PPL therefore makes these payments, where due, to performers who have performed on tracks owned or exclusively controlled in the UK by PPL’s recording rightsholder members. See Section 1.3 of this Code for more detail about our members.

PPL is not referred to by name in the 1988 Act. It is however a “licensing body” as defined under the 1988 Act, which means that it falls under the jurisdiction of the Copyright Tribunal, an independent body which regulates licensing bodies’ pricing – for more information, visit <https://www.gov.uk/government/organisations/copyright-tribunal>.

Where a business plays sound recordings in public, or broadcasts them (including online), this requires the permission of the copyright owner. It is the legal responsibility of the business using those recordings to obtain the necessary licence. If permission is not obtained, the use of sound recordings is infringing copyright and the copyright owner is entitled to take action to prevent this infringement and obtain compensation for it. For the rights licensed by PPL, our members give PPL the right to enforce their copyright on their behalf. Legal proceedings against unlicensed businesses and broadcasters are a last resort, but if this is necessary and licence fees are recovered through such action, these monies are distributed to PPL’s members in the usual way.

PRS for Music

PPL is a separate company from *PRS for Music*. Copyright protects musical compositions and lyrics separately from the recordings of them. *PRS for Music* licenses the use of those compositions and lyrics, on behalf of authors, songwriters, composers and music publishers. If you own or control the necessary rights, you may wish to become a member of both PPL and *PRS for Music* (for example, if you are a songwriter who owns the copyright in your compositions and where those are recorded you also perform on those recordings and/or own the copyright in those recordings).

More information about *PRS for Music* is available at www.prsformusic.com

Collective management organisations

PPL and *PRS for Music* are sometimes referred to as collecting societies, or collective management organisations (CMOs). There are CMOs operating in many industry sectors, which manage and license rights in many other types of creative works and other materials, each with a primary responsibility to their members.

As they represent a large number of rightsholders and license a large number of rights users, the existence of CMOs means that it is not necessary for every single rightsholder to issue a licence to every single rights user separately. This simplifies the licensing process and makes it more efficient, for rights users and rightsholders alike.

1.3 **More about who we do it for**

Our members

In summary, PPL acts on behalf of record companies and performers. In this context:

- “Record companies” can effectively include any person or corporate entity which owns (or exclusively controls) the copyright in a sound recording in the UK, and you may find that we use terms such as “recording rightsholders” to describe these members.
- “Performers” are those who have performed on recorded music, whether as the featured artist, another contracted artist, or a non-featured artist such as a session musician.

In this Code, “members” refers both to recording rightsholders and performers, unless specifically stated otherwise.

Through agreements with music licensing companies in other countries, PPL also acts on behalf of their members in the UK. A list of these international agreements is on PPL’s website at <https://www.ppluk.com/royalties-explained/how-can-i-earn-more-royalties/>.

PPL is committed to providing first-class service to all its customers. This includes all PPL members, those who represent them, the music licensing companies with which it has international agreements in place, and the recording rightsholders and performers represented by PPL in the UK under those agreements.

PPL is committed to acting in the best interests of its record company and performer members as a whole and to offering fair and balanced representation of its members in its internal decision making process.

Company law meaning of “members”

As a matter of company law, it is strictly speaking only PPL’s recording rightsholders that are “members” of PPL in the sense of being members of the company. However, insofar as it is possible and appropriate to do so, PPL treats performers registered with PPL as if they were “members” in this sense.

So for example, being registered with PPL as a performer does not in itself entitle you to attend or vote at PPL’s Annual General Meeting (AGM) but PPL has enshrined in its Articles of Association a commitment to hold an Annual Performer Meeting (APM) as an equivalent event for its performer members.

PPL’s Articles of Association also provide a further safeguard for performers through the creation of Performer Guardian Members, who have voting rights at PPL AGMs in relation to any matters affecting the performer aspects of PPL’s constitution (such as the rules relating to the performer directors, the Performer Board and the APM). The current list of Performer Guardian Members (who are appointed by the Performer Board, the Musicians’ Union and Equity, and at least two of whom must be representative of featured performers) can be found in the “Performer Board” section at <https://www.ppluk.com/about-us/ppl-and-vpl-boards/>.

Where the money goes

PPL does not keep a profit for itself. All licence fees, less operating costs and specified deductions, are distributed to our members (and, where applicable, those recording rightsholders and performers we represent in the UK under our international agreements with overseas music licensing companies).

PPL endeavours to distribute licence fees as fairly and accurately as possible, by allocating payments to individual recordings, and to individual performers on those recordings, based on information about the recordings used by PPL's licensees.

A summary of this process is available on our website at <https://www.ppluk.com/tools-resources/faqs/?categ=47&post=2791>.

PPL's Distribution Rules (as reviewed, updated and approved by the PPL Board and Performer Board from time to time) are also published on PPL's website and are available from the same website page as the summary. Amongst other things, these set out the basis on which PPL pays interest to members on their payments. In order to deal clearly, fairly and accurately with the various different scenarios which can arise, the Distribution Rules are very detailed, and we have also published an accompanying Guide.

We are committed to keeping our operating costs at a reasonable level whilst also ensuring appropriate investment to benefit our members and licensees through maintaining and improving our services and systems. Our operating costs budget is subject to PPL Board and Finance Committee scrutiny and approval each year, and our operating costs are typically less than 15% of the licence fees collected.

Deductions are made for specific matters such as funding music industry anti-piracy work or as part of PPL's membership of other music industry organisations; these matters are subject to PPL Board approval and are regularly reviewed by PPL's members at our AGM.

Details of PPL's licensing revenues, operating costs and deductions are set out in our Annual Review and Financial Statements, which are publicly available (see Section 1.4 below).

1.4 More about who we are and how we operate

Mission, values and goals

PPL's mission, values and goals are published on its website at <https://www.ppluk.com/about-us/>.

Management, boards and committees

Information about PPL's management, boards and committees is published at <https://www.ppluk.com/about-us/ppl-and-vpl-boards/>. This includes details of:

- Who is on PPL's Executive Management Team
- Who is on the PPL Board and Performer Board
- The composition and remit of all PPL Board committees
- PPL's Annual General Meeting (AGM) and Annual Performer Meeting (APM).

PPL Board

The PPL Board directors comprise individuals from major record companies, independent record companies, performer organisations, the performer community and PPL's Executive Management Team. The directors include five designated Performer Directors, who also sit on the Performer Board (see below). All PPL Board directors owe legal duties to PPL, including a duty to act in such a way as to promote the best interests of PPL and its

members as a whole. This duty applies to all decisions taken by the directors, including in relation to any changes to PPL's licensing, collection or distribution activities.

Elections are held at the AGM each year to appoint directors to the PPL Board. The AGM is also asked to vote on whether to re-elect any directors appointed directly by the PPL Board during the course of the year (e.g. where a director resigns during the year and the PPL Board wishes to appoint a new director in his or her place). The nomination and election procedures and criteria (including members' voting rights) are set out in PPL's Articles of Association and summarised at <https://www.ppluk.com/about-us/ppl-and-vpl-boards/> See also Section 3 below.

The PPL Board invites a number of music industry organisations to each send a designated representative to attend PPL Board meetings. The PPL Board considers this to be an important means of obtaining wider music industry perspectives when debating PPL Board matters, as such attendees are able to represent the views of their respective organisations. These attendees do not have voting rights and their attendance is governed by guidelines approved by the PPL Board. The current list of represented organisations is published at <https://www.ppluk.com/about-us/ppl-and-vpl-boards/>.

Performer Board

The Performer Board oversees the performer-related aspects of PPL's operations. It comprises seven directors, all of whom also sit on the PPL Board. Five of these are designated Performer Directors: one nominated by the Musicians' Union, one nominated by Equity, and three Elected Performer Directors. The other two directors on the Performer Board are PPL Board directors selected by the PPL Board.

Of the three Elected Performer Directors, at least two must be a representative of or associated predominantly with featured performers. The election of the Elected Performer Directors is dealt with at the APM each year – see PPL's Articles of Association and also Section 3 below.

As with the PPL Board (see above), the Performer Board invites a number of music industry organisations to each send a designated representative to attend Performer Board meetings. These attendees do not have voting rights and their attendance is governed by guidelines approved by the Performer Board. The current list of represented organisations is published at <https://www.ppluk.com/about-us/ppl-and-vpl-boards/>.

As part of its remit, the Performer Board has the power to appoint:

- up to three Performer Guardian Members (see Section 1.3 above)
- at least one Performer Director to sit on any PPL Board committee
- PPL's Director of Performer Affairs (to be part of PPL's Executive Management Team)

Formal documents

Copies of PPL's Annual Reviews and Financial Statements (including PPL's audited accounts and the directors' and auditors' reports on those accounts) which PPL will publish each year and which set out, among other things, the number of PPL members, total licensing revenue, operating costs and details of appointments of directors, together with PPL's Annual Performer Reports and current Articles of Association, are published on its website at <https://www.ppluk.com/about-us/reports-and-statements/>.

Applicable laws and regulations

In the course of its operations, PPL is committed to acting in accordance with all applicable laws and regulations, including where relevant the following:

- Bribery Act 2010
- Companies Act 2006
- Copyright, Designs and Patents Act 1988
- Data Protection Act 1998
- The Copyright (Regulation of Relevant Licensing Bodies) Regulations 2014

PPL's Articles of Association form a contract between PPL and its members, as do the PPL membership and rights appointments agreements. PPL is committed to acting in accordance with the terms of these contracts, and also expects its members to do so.

Company registration details

PPL is a trading name of Phonographic Performance Limited, a private company limited by guarantee, incorporated in 1934 and registered in England and Wales with registered number 288046. Its registered office is 1 Upper James Street, London W1F 9DE. PPL's VAT registration number is 232 6621 83.

VPL

This Code also applies (where relevant) to VPL. VPL is PPL's "sister" company, licensing music videos to be played in public or broadcast (including online). Whilst a separate company, with its own members and licensees and a separate board of directors, VPL is under shared management with PPL and utilises the same staff and facilities.

If you wish to join us in respect of your music video rights, your membership and rights appointment agreement will be with VPL. Please note that, due to legal differences in the way that recorded music and music videos are treated, VPL does not make payments to performers and if you are a performer you do not need to register with VPL.

VPL is a trading name of Video Performance Limited, a private company limited by guarantee, incorporated in 1984 and registered in England and Wales with registered number 1818862. Its registered office is 1 Upper James Street, London W1F 9DE. VPL's VAT registration number is 386 3782 07.

1.5 Further information

Extensive further information about PPL can be found at www.ppluk.com. This is reviewed and updated regularly. Please note that, as a result, from time to time the specific PPL website links included in this Code may change. We therefore recommend that you refer to the current version of this Code as published on the PPL website, which we will keep updated to reflect any changes to the PPL website links to which it refers.

1.6 How to contact us

When contacting us, it will help us to help you quickly and efficiently if you can tell us your PPL membership ID (if you have one). If contacting us by post or fax, please also address your letter to the relevant person and/or department at PPL (if known).

By post: PPL, 1 Upper James Street, London, W1F 9DE

By fax: +44 (0)20 7534 1111

By telephone or email:

PPL maintains dedicated contact numbers and email addresses for different types of customers to make sure you can get through to the right person as quickly and easily as possible. The most up to date contact details and opening hours can be found on PPL's website at <https://www.ppluk.com/contact-us/>. For general queries please contact us at info@ppluk.com or call us on 020 7534 1000. Please note that, to protect all our members, we reserve the right to ask you to take reasonable steps to confirm your identity. Please note that, in accordance with applicable laws and regulations, telephone calls to/from PPL may be recorded for training and quality purposes.

1.7 How we use your information

We take your privacy very seriously, and we are committed to complying with the Data Protection Act 1998 and related laws and regulations where these apply to PPL's activities. This includes using your information fairly and taking appropriate steps to keep it safe.

Generally, PPL may use the information you provide to us (including any personal data such as names and contact details) in order to provide membership services to you, including for such purposes as:

- dealing with any membership queries submitted by you or on your behalf
- registering you (or your company/organisation), at your request, as a member
- handling and processing your repertoire and performance claims (including disputes)
- enforcement of the rights granted to us as part of your membership

This may involve exchanging information with other music industry organisations and collecting societies around the world, where required in the course of providing membership services to you. It may also involve exchanging data with agents or representatives that you have authorised to deal with PPL matters on your behalf. The terms of your PPL membership or registration may contain specific details or obligations relating to your information and how it will be used by PPL; please review these carefully.

Details of our website privacy policy, including our use of cookies, can be found here: <https://www.ppluk.com/privacy/>.

If you subscribe to our member newsletter, you will always have the option to unsubscribe and details of how to do this are provided each time the newsletter is sent out. We will never provide your details to third parties for marketing purposes without your consent.

2. OUR CUSTOMER SERVICE

2.1 Our key commitments to you

When dealing with prospective, new or existing members, we are committed to acting:

- in accordance with certain standards of service
- promptly
- transparently
- fairly, reasonably, honestly and impartially
- with respect for your personal information
- in accordance with this Code

Our standards of service

We will always aim to:

- act in a professional and courteous manner
- provide you with clear, appropriate and accurate information
- when speaking to you on the telephone, identify ourselves by name
- take reasonable account of circumstances relating to language, disability or other such matters that might affect you

Acting promptly

If you call us, we aim to answer your call within 30 seconds. If you email or write to us (or if we are unable to provide a full response during a telephone call) we aim to respond within 10 working days of receiving your query. We aim to acknowledge receipt of emails or letters within 2 working days of receiving them.

If things have gone wrong, we will correct any agreed errors as quickly as possible. Please also see our Comments, Feedback and Complaints procedures in Section 4 of this Code.

Acting transparently

We will always aim to explain all aspects of PPL membership clearly, including:

- how to join PPL and the procedures for doing so
- your rights and obligations as a PPL member
- the options you have in terms of the optional membership services we provide
- the rights granted to PPL under our rights appointments, and what this means for you
- how you can control the extent to which we license your rights on your behalf
- how you can cancel rights appointments or end your PPL membership
- what happens if corporate members transfer their repertoire, or dissolve
- how we deal with estates and beneficiaries of deceased performers

Acting fairly, reasonably, honestly and impartially

We are committed to acting fairly, reasonably, honestly and impartially towards you, including in relation to how we treat other customers in similar situations. When speaking or corresponding with you, we will also give you a fair opportunity to explain your position to us.

Acting with respect for your personal information

We take your privacy very seriously. Please see our commitments regarding use of your information in Section 1.7 of this Code.

Acting in accordance with this Code

We are committed to training our staff appropriately (and any third parties acting on our behalf) to understand and act in accordance with this Code in their dealings with you, in particular as regards the key commitments set out in this Section 2.

3. YOUR MEMBERSHIP

3.1. Your membership relationship with PPL

Your relationship with PPL and the services we provide to you will be based on:

- Applicable laws and regulations
- PPL's Articles of Association
- PPL's rules, policies and procedures (as may be reviewed, updated and agreed by the PPL Board and Performer Board)
- The terms of use which may apply to services such as myPPL
- The choices you make regarding how and whether to make use of the optional membership services provided by PPL
- The obligations set out in your PPL membership agreements and mandates (as applicable) – see further Section 3.2 below.

3.2. Rights appointments and mandates

Recording rightsholders

Joining PPL as a recording rightsholder member involves transferring the right to broadcast your sound recordings or play your sound recordings in public to PPL. All other rights in your sound recordings remain with you.

PPL offers a range of options for those recording rightsholder members who wish PPL to license their sound recordings for other uses. These include certain online uses, and distribution as part of television programmes on DVD or downloads-to-own. If you additionally choose to appoint PPL to manage these rights on your behalf, then you retain ownership of these rights but appoint PPL as your non-exclusive agent to license them on your behalf.

PPL also offers an optional service to collect recording rightsholders' royalties from music licensing companies in other countries (i.e. where you own/control the rights in sound recordings, and monies are collected by the local music licensing company for the use of those recordings, in those other countries). If you opt to use PPL's international collections service, you appoint PPL as your exclusive agent for this in the countries you specify.

If you register as a PPL recording rightsholder member using our online registration process, you will have an opportunity to access and review the current PPL Membership and Rights Appointment Agreement terms, and to select the options you wish regarding the optional rights appointments. You also have the right to terminate those appointments, on notice, if you later change your mind (this is separate from your right under PPL's Articles of Association to terminate your PPL membership completely).

Recording rightsholders entering into the PPL membership agreement must provide certain declarations and undertakings, including that the recording rightsholder will supply to PPL certain information such as details of all the sound recordings issued by the recording rightsholder, the details of the performers on such recordings and notice of any change of ownership or control from time to time affecting the recording rightsholder's repertoire.

You can review the current PPL Membership and Rights Appointment Agreement terms, together with more information about how to become a member and what is involved (including details about also becoming a VPL member), on our website. See the "Becoming a member" FAQs at <https://www.ppluk.com/membership/why-become-a-member/>

PPL may revise and update the terms of its Membership and Rights Appointment Agreement from time to time, with the approval of the PPL Board. It is a requirement under PPL's Articles of Association for recording rightsholder members to enter into any such revised and updated membership documentation. You may therefore be required to do so, during the course of your PPL membership, as a condition of continued membership.

Performers

Joining PPL as a performer member to receive UK equitable remuneration (see Section 1.2 above) does not involve transferring any rights in your performances to PPL.

PPL also offers an optional service to collect performers' royalties from music licensing companies in other countries (i.e. where you have rights in your performances, and monies are collected by the local music licensing company for the use of recordings including those performances, in those other countries). If you opt to use PPL's international collections service, you appoint PPL as your exclusive agent for this in the countries you specify.

If you register as a PPL performer member using our online registration process, you will have an opportunity to access and review the current PPL International Performer Mandate terms, and – if you wish to sign up – to make choices regarding which countries it covers. You also have the right to terminate that mandate, on notice, if you later change your mind.

You can review the current PPL International Performer Mandate terms, together with more information about how to register with PPL as a performer member and what is involved, on our website. See the "Becoming a member" FAQs at <https://www.ppluk.com/membership/why-become-a-member/>

PAMRA and AURA

Some of the performers registered with PPL were previously members of either PAMRA or AURA (two former UK performer organisations, now dissolved). PAMRA and AURA transferred their performer mandates to PPL in 2006. Where those performers have not signed a new International Performer Mandate directly with PPL, any international collection service provided by PPL to those performers will instead be governed by the terms of the equivalent PAMRA/AURA mandates previously signed by those performers.

3.3. Annual General Meeting (AGM) and Annual Performer Meeting (APM)

AGM

PPL holds an AGM each year (usually in June), which all PPL recording rightsholder members are entitled to attend. All PPL recording rightsholders are entitled to vote at the AGM, with a voting share based on their share of PPL distributions.

At the AGM, a proportion of the PPL board directors, being those that have been directors for the longest period since last being elected, are required to step down. Elections are then held in which the directors stepping down, and other candidates, may stand. Other formal business at the AGM may include voting on proposed anti-piracy/industry funding contributions, changes to PPL's Articles of Association and the re-appointment of PPL's auditors, and receiving the audited accounts for the prior financial year.

Details of the AGM, including the formal Notice of AGM, will be sent to all recording rightsholder members at least 14 clear days in advance, although in practice PPL always aims to send out this information earlier than this. We will provide you with details of the AGM using the contact details and methods you have confirmed to us in the course of your membership. The AGM details will include information about how to nominate candidates for election as directors, how to appoint a proxy to attend and vote on your behalf if you are unable to attend the AGM, and your voting share percentage.

More details of the AGM rules and procedures, including the calculation of voting shares and the process for calling extraordinary general meetings, are set out in PPL's Articles of Association, available at <https://www.ppluk.com/about-us/reports-and-statements/>.

As VPL is a separate company, there is also a separate VPL AGM each year (usually in September), which all VPL members are entitled to attend. As with the PPL AGM, this deals with election of directors and other matters of formal company business. More information about the VPL AGM is set out in VPL's Articles of Association, and summarised at <https://www.ppluk.com/about-us/ppl-and-vpl-boards/>.

APM

PPL holds an APM each year (usually in November) which all Eligible Performers are entitled to attend. An "Eligible Performer", as regards any given year's APM, is a PPL performer member to whom PPL has distributed performer income at any time during the last two financial years prior to the financial year in which the APM is being held. All Eligible Performers are entitled to vote at the APM, with each having one vote.

At the APM, the Elected Performer Director who has been a director for the longest period since last being elected is required to stand down. An election is then held in which the director standing down, and other candidates, may stand. An Annual Performer Report will also be presented to the meeting.

Details of the APM, including the formal Notice of APM, will be sent to all Eligible Performers at least 21 clear days in advance, although in practice PPL always aims to send out this information earlier than this. We will provide you with details of the APM using the contact details and methods you have confirmed to us in the course of your membership. The APM details will include information about how to nominate candidates for election as an Elected Performer Director, and how to appoint a proxy to attend and vote on your behalf if you are unable to attend the APM.

More details of the APM rules and procedures are set out in PPL's Articles of Association, available on our website at <https://www.ppluk.com/about-us/reports-and-statements/> (where you can also find copies of our Annual Performer Reports).

3.4. Dispute resolution procedures

From time to time, disputes may arise between PPL members regarding the rights ownership or related matters in respect of a particular recording. Often these apparent "disputes" are due to incorrect data supplied by one or both parties; in other cases there may be a genuine disagreement. PPL operates an informal dispute resolution process which seeks to resolve such matters. The affected PPL members will be asked to confirm their claim and supply evidence of their claim. PPL will set deadlines for the submission of evidence, after which it will make a decision based on the information provided.

If members wish to appeal a decision resulting from PPL's informal dispute resolution process, they may submit the matter to adjudication and, if necessary, arbitration. These are more formal dispute resolution procedures that PPL has introduced to offer its members flexible, cost effective, confidential and expeditious processes for resolving such disputes. A mediation service is also available. Details of these dispute resolution procedures (including the rules which apply to them and the current panel of external mediators and arbitrators) can be found on our website. See the "Repertoire Disagreements" FAQs at <https://www.ppluk.com/tools-resources/faqs/?categ=53&post=2774>

Please note that these dispute resolution procedures are not designed to deal with customer service complaints, which are instead covered by our Comments, Feedback and Complaints procedure for members – see Section 4 below.

4. COMMENTS, FEEDBACK AND COMPLAINTS

PPL is committed to providing its customers with first-class service. We therefore welcome your feedback (positive or negative) about our service to you. We appreciate that in some situations our members or prospective members may wish to give us feedback about the service they have received from us, in situations where they feel that this has not met their expectations or where they feel that we have not complied with our commitments under this Code.

The procedure to follow is set out in Section 4.1 below. We ask that you follow all of its steps from the beginning, to help us address your concerns effectively. On request, we are happy to provide you with reasonable assistance in forming and submitting any comments, feedback or complaints.

4.1 Comments, Feedback and Complaints procedure

STEP 1

In the first instance, please explain your concerns to the person at PPL with whom you have been dealing or who is currently communicating with you and they will seek to resolve the matter. Our opening hours are set out on our website at www.ppluk.com/Contact-Us/ and you can contact us via the telephone number or email address provided by the person with whom you have been dealing. If you have not yet spoken to anyone at PPL, or if you do not have the contact details of the person with whom you have been dealing, please contact us via the switchboard on 020 7534 1000 with your PPL membership ID available if you have one.

STEP 2

If at any time after raising your concerns at Step 1, the matter remains unresolved and you wish to speak to someone else, please ask the person with whom you have been dealing to refer you to their manager. The person you are dealing with may themselves decide to pass the matter on to their manager, to help resolve matters. (If the person you have been dealing with or who is currently communicating with you is a manager, then they will refer you directly to Step 3 below.) Depending on the particular circumstances, you may be passed to (or contacted by) the manager directly or you may be provided with the manager's contact details (post or email). When contacting the manager, please include full details of your concerns, your PPL membership ID (if you have one) and why you remain dissatisfied. They will acknowledge your feedback within 2 working days of receipt and will contact you with a written response within 10 working days of receipt.

STEP 3

If you remain dissatisfied after you have heard from the manager, you can write to PPL's Head of Member Services (whose contact details will be provided by the manager). When doing so, please include your PPL membership ID (if you have one) and the reasons why you remain dissatisfied. We will acknowledge your feedback within 2 working days of receipt. This will then be reviewed and responded to in writing by PPL's Head of Member Services within 10 working days giving a reasoned decision in relation to the matter. Unless they recommend further action or investigation, we may then advise you that the complaints procedure has been completed.

If you remain dissatisfied after you have received the decision of PPL's Head of Member Services then you can apply to use the Independent Complaints Review Service explained in section 4.2 below.

4.2 **Independent Complaints Review Service**

The PPL Independent Complaints Review Service is a free service for use by our members or prospective members, where they have followed the steps of PPL's published complaints procedure but are dissatisfied with the outcome. Through the service, you can obtain an independent review of your complaint by an external Complaints Reviewer.

As with our complaints procedure, this covers complaints about the service PPL has provided. So for example it could cover complaints relating to:

- The customer service, professionalism and manner of the individual(s) with whom you have been dealing at PPL (or of those organisations acting on our behalf).
- The quality or accuracy of the information provided to you by or on behalf of PPL.
- An incorrect charge or other error in dealing with your PPL membership.

However, it is not designed to review the fairness or meaning of PPL's constitution, rules or policies, or its membership and rights appointment terms. The service is also unable to deal with complaints regarding legal issues or commercial disputes.

More information about the Independent Complaints Review Service is available on request from PPL and we will provide full details of how to use this service when we respond to complaints at the final step of our complaints procedure.

PPL's Independent Complaints Review Service is provided by **Ombudsman Services**, a third party organisation offering an independent and impartial means of resolving disputes for the communications, energy and property sectors (with OFCOM, OFGEM and OFT approval) and which is also now providing services to a number of copyright licensing CMOs.

For more information about Ombudsman Services, including what types of complaints it can review, the ways in which it can resolve complaints and details of how to use their service, please visit www.ombudsman-services.org/copyright.html

5. ABOUT THIS CODE

5.1 **British Copyright Council**

PPL is a member of the British Copyright Council (BCC), a not-for-profit organisation which represents the copyright community across the creative industries. This Code complies with the BCC's Principles for Collective Rights Management Organisations' Codes of Conduct (the "BCC Principles"), a voluntary, self-regulatory framework to establish a common set of principles of good practice as the basis for codes of conduct. The BCC Principles can be found on the BCC website: <http://www.britishcopyright.org/about-us/independent-code-review/principles-collective-management-organisations-codes-conduct/>.

Please note that some aspects of the BCC Principles focus on a CMO's licensees rather than its members. The BCC Principles state that separate codes for members and licensees may be desirable. PPL has a separate Code of Conduct for licensees (also published on the PPL website) to which you may also wish to refer.

5.2 **The Copyright (Regulation of Relevant Licensing Bodies) Regulations 2014**

PPL is committed to ensuring that this Code, together with the separate Code of Conduct for licensees, is compliant with all requirements of the Copyright (Regulation of Relevant Licensing Bodies) Regulations 2014 (the "Regulations"). The Regulations provide that each CMO must have a code of practice that complies in material respects with the specified criteria set out in the Regulations. Many of the specified criteria are very similar to the provisions of the BCC Principles and both focus on fairness, transparency and good governance. The Regulations can be found here: www.legislation.gov.uk/ukxi/2014/898/contents/made.

5.3 **Status of this Code**

This Code is a voluntary code of conduct and does not contain any legal advice or form part of any licence or contract between you and PPL. However, our Comments, Feedback and Complaints procedures provide details of steps you can take, and how we will respond, if you feel that we have not complied with this Code in our dealings with you as a prospective, new or existing PPL licensing customer (see Section 4 above).

5.3 **Review of this Code**

We will publish information about our performance against this Code at least annually, including a complaints report.

PPL will regularly review the operation of this Code, including the Comments, Feedback and Complaints procedures, and it will be updated from time to time as appropriate. This may include any changes required in response to any changes in the BCC Principles or the Regulations. It may also include changes in response to the Independent Code Review (see below).

Independent Code Review

The BCC Principles provide for an Independent Code Reviewer to be appointed to review the BCC Principles and the operation of CMO codes under it, with the review process commencing in November 2013 and then taking place at three-yearly intervals. The Independent Code Reviewer will consult on the review, and publish a report on the review. The first report of the Independent Code Reviewer was published in June 2014 and found

that CMOs, including PPL “have satisfactorily demonstrated compliance with their codes in their responses to the review”.

5.4 Availability of this Code

The current version of PPL’s Code of Conduct for members will always be published on our website at ppluk.com and will be accessible from every page. We are happy to provide a paper copy of the Code on request. If you have any special reading or access requirements relating to accessing this Code please let us know and we will try to assist.