

# International Collection Mandate

## Terms & Conditions



### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms the following words or phrases have the following meanings:

<b>“1988 Act”</b>	means the Copyright, Designs and Patents Act 1988 or any relevant statutory modifications or re-enactment thereof for the time being in force.
<b>“Appointment”</b>	means the document signed by the Member and headed “International Collection Mandate Appointment”.
<b>“Calendar Year”</b>	means the period from 1 January to 31 December inclusive in the same year.
<b>“Commencement Date”</b>	means 1 January in the Calendar Year in which the Mandate is signed by the Member and approved by PPL.
<b>“Exclusive Representative”</b>	means a party authorised to the exclusion of all other persons including the copyright owner and, if any, its exclusive licensee to exercise a right which would otherwise be exercisable exclusively by the copyright owner and/or its exclusive licensee.
<b>“Foreign Rights Management”</b>	means: (a) the collection, negotiation, settlement, and compromise of the Member's claims for payment from foreign collecting societies in the Territories in respect of the exploitation of the Rights in the Territories; and (b) the authorisation of the exploitation of the Rights in the Territories.
<b>“Interactive Service”</b>	means a service that enables a member of the public to receive a transmission of a program specially created for the recipient, or on request, a transmission of a particular Sound Recording, whether or not as part of a programme, which is selected by or on behalf of the recipient. The ability of individuals to request that particular Sound Recordings be performed for reception by the public at large, or in the case of a subscription service, by all subscribers of the service, does not make a service interactive, if the programming on each channel of the service does not substantially consist of Sound Recordings that are performed within 1 hour of the request or at a time designated by either the transmitting entity or the individual making such request. If an entity offers both interactive and non-interactive services (either concurrently or at different times), the non-interactive component shall not be treated as part of an interactive service.
<b>“Mandate”</b>	means the Appointment and these Terms.
<b>“Member’s Repertoire”</b>	means all Sound Recordings the ownership or control of which are vested in the Member from time to time during the Term.
<b>“Non-Interactive Webcasting”</b>	means the transmission of Sound Recordings via the Internet on a non-interactive basis insofar as the transmitter does not intend or assist downloading or other non-transient reproduction by the end user, excluding Simulcasting (and the term “Non-Interactive Webcast” shall be interpreted accordingly).
<b>“Revenue”</b>	means revenue obtained by PPL pursuant to the exercise of the Rights.

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<b>“Rights”</b>	means the rights to: (a) perform Sound Recordings in public; and (b) include Sound Recordings in Standard Broadcasts, Simulcasts, and/or Non-Interactive Webcasts (but not in any Interactive Service or making available service); and (c) copy Sound Recordings (but solely for the purpose of facilitating the public performance, Standard Broadcast, Simulcast or Non-Interactive Webcast of such Sound Recordings pursuant to (a) or (b) above) which, for the avoidance of doubt, shall in each case include the right to equitable remuneration and/or the right to equitable participation in respect of such exploitation and/or the right to any remuneration payable as a result of any tape or equipment or similar levy (including by way of further example any applicable statutory extended collective licensing scheme) that the Member is entitled to as a result of its ownership or control of Sound Recordings.
<b>“Simulcast”</b>	means a simultaneous unaltered transmission via the Internet of Sound Recordings included in original free-to-air broadcasts of radio and/or TV signals in compliance with the respective regulations on provision of broadcasting services (and the term "Simulcasting" shall be interpreted accordingly).
<b>“Sound Recording”</b>	shall bear the meaning ascribed to it in the 1988 Act and reference to a Sound Recording shall include references to any part of that Sound Recording.
<b>“Standard Broadcast”</b>	means a broadcast as defined under the 1988 Act (but excluding all Internet transmissions).
<b>“Term”</b>	means the period from the Commencement Date to the date of termination of the Mandate.
<b>“these Terms”</b>	means the terms and conditions set out in this document.
<b>“Territories”</b>	means all the countries in the world (other than the United Kingdom) subject to Clause 5 below.
<b>“United Kingdom”</b>	means the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

### 1.2 For the purpose of interpretation of the Mandate:

- (1) reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or re-enacted;
- (2) words importing the singular number include the plural (and vice versa) and words importing persons include bodies corporate and unincorporated;
- (3) references to Clauses are references to Clauses of these Terms unless the context otherwise requires;
- (4) where expressions used in the Mandate are expressions used in the Copyright, Designs and Patents Act 1988, they shall have the same meaning in the Mandate as in that Act unless the context otherwise requires;
- (5) the expression “including” shall be construed as meaning “including without limitation”;
- (6) in the event that the Member is also a performer on one or more of the Sound Recordings in the Member's Repertoire, this Mandate shall not be construed as appointing PPL in respect of those rights in respect of the performance(s).

## 2. APPOINTMENT

- 2.1 The Member hereby appoints PPL to act as Exclusive Representative for the Foreign Rights Management of the Member's Repertoire for the Territories for the Term .
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Member's Repertoire for the Territories during the Term in respect of all periods prior to the Term unless PPL is otherwise notified by the Member in writing at the time the Member signs the Appointment.

- 2.3 In respect of Rights which may exist in respect of any Sound Recording that the Member owned or controlled prior to the date of this Appointment but upon entering this Appointment the Member no longer owns or controls, the Member hereby appoints PPL to act as Exclusive Representative for the Foreign Rights Management of those Sound Recordings for the Territories for the Term in respect of such past periods unless PPL is otherwise notified by the Member in writing at the time the Member signs this Appointment.
- 2.4 PPL will collect and distribute to the Member any monies it obtains from foreign collecting societies pursuant to its appointment under this Mandate, arrangements with those foreign collecting societies and in accordance with PPL's articles of association.
- 2.5 Where appropriate, the Member for and on behalf of the copyright owner hereby appoints PPL to act as Exclusive Representative for the Foreign Rights Management of the Member's Repertoire for the Territories for the Term subject to the provisions of Clause 5.
- 2.6 The Member hereby gives and grants to PPL, by way of security as the attorney of the Member, full and exclusive power and authority to do and perform each and every act and thing whatsoever necessary or appropriate as PPL deems necessary and/or reasonable to give effect to the foregoing and the purposes and intent of this Mandate. The Member hereby ratifies all that PPL lawfully shall do or cause to be done by virtue of the appointment of PPL as Exclusive Representative under this Mandate.
- 2.7 The Member hereby agrees with PPL that the Member will forthwith at the expense and cost of PPL do all such further acts, deeds and things and execute all such further documents and instruments as may from time to time be necessary to give full effect to this Mandate.
- 2.8 Nothing in this Mandate shall create an obligation on PPL to authorise the use of the Rights or to collect any monies owing to the Member arising from PPL's appointment in respect of Foreign Rights Management if PPL in its sole discretion shall view such authorisation or collection to be uneconomical or impractical.

### **3. WARRANTIES, UNDERTAKINGS AND INDEMNITIES**

- 3.1 The Member warrants that the Member has the full right, power and authority to enter into the Mandate.
- 3.2 The Member shall indemnify on demand and hold harmless PPL from and against any and all losses, demands, claims, damages, costs, expenses (including reasonable legal costs and expenses and VAT thereon) and liabilities suffered or incurred by PPL in consequence of any breach by the Member of its obligations under this Clause 3.
- 3.3 The Member warrants that the Member is not a member of any collecting society administering the Rights in any country that is included in the Territories.
- 3.4 The Member warrants that all information provided to PPL under or in connection with the Mandate is true and accurate and undertakes that the Member will notify PPL immediately if any such information ceases to be true and accurate.
- 3.5 PPL hereby warrants that it shall use its reasonable endeavours in performing its duties as Exclusive Representative pursuant to this Mandate.

### **4. OBLIGATIONS OF MEMBER**

- 4.1 The Member hereby agrees:
  - (1) to promptly provide PPL in writing in the manner prescribed by PPL from time to time full details of all Sound Recordings within the Member's Repertoire and in respect of which PPL has been appointed as Exclusive Representative under this Mandate;
  - (2) to promptly provide PPL in writing in the manner prescribed by PPL from time to time full details of all Sound Recordings that the Member owned or controlled prior to the date of this Mandate but upon entering this Mandate the Member no longer owns or controls and in respect of which PPL has been appointed Exclusive Representative under this Mandate;

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- (3) to promptly provide PPL in writing in the manner prescribed by PPL from time to time full and accurate details of all new Sound Recordings issued by the Member and their titles, labels, catalogue and ISRC numbers together with full and accurate details of the names and addresses of all recording artists named on the recordings in the Members' Repertoire and in respect of which PPL has been appointed as Exclusive Representative under this Mandate;
  - (4) to promptly provide PPL in writing full details of any changes that may affect PPL's appointment as Exclusive Representative under this Mandate. For the avoidance of doubt this shall include but shall not be limited to any changes in ownership or control of any Sound Recording within the Member's Repertoire;
  - (5) that the receipt by it of any remuneration under this Mandate shall be in full and final satisfaction of any remuneration that the Member is entitled to in respect of the exploitation to which such remuneration relates.
- 4.2 Further the Member hereby agrees and confirms that it will notify PPL when it wrongly receives any remuneration from PPL within 28 days of becoming aware of such error and will return such remuneration to PPL at the time of giving such notice. The Member acknowledges that the provisions of this Clause shall survive any termination of this Mandate.

### 5. TERMINATION

#### 5.1 This Mandate may be terminated if:

- (1) during the first Calendar Year ("Year 1") of the Term, either PPL or the Member give at least 6 months advance written notice to the other to terminate this Mandate on 31 December in Year 1, such notice to be effective provided it is given by 30 June in Year 1; or
- (2) in any Calendar Year following the end of Year 1 either PPL or the Member give at least 3 months advance written notice to the other to terminate this Mandate on 31 December in that same Calendar Year, such notice to be effective provided it is given by 30 September in that same Calendar Year; or
- (3) the Member ceases to be a member of PPL.

#### 5.2 Notwithstanding the provisions of Clause 5.1 and Clause 6, the Member shall be entitled at any time during the Term to give PPL one month's notice to:

- (1) terminate this Mandate if the Member ceases to own or control the Member's Repertoire for the Territories; or
- (2) terminate PPL's appointment as Exclusive Representative in respect of any country in the Territories if the Member ceases to own or control the Member's Repertoire for that country.

#### 5.3 If a Member provides notice pursuant to the provisions of Clause 5.2 then the Member does so at the Member's own risk in relation to the impact that this may have on the Member's entitlement to any distributions of money from any collecting society in the Territories. PPL will use its reasonable endeavours to secure the Member's entitlement to any distributions; however, PPL has no control over the systems used by the foreign collecting societies to distribute money to the appropriate recording rightsholder.

#### 5.4 The provisions of Clause 5.1 and Clause 5.6 apply whether the Member intends to terminate the entire Mandate or whether the Member intends to limit (by variation) the Territories in which the Mandate is effective. Termination or variation under this Clause 5 must be communicated to PPL in accordance with Clause 8.8. .

#### 5.5 Either party shall have the right to terminate this Mandate if the other is in material breach of any material provision hereof and (if capable of remedy) fails to remedy the breach within 30 days after having been required in writing to do so by the party not in breach. For the avoidance of doubt, if the breach consists of failing to perform an obligation by a particular date, it shall be capable of remedy if the obligation is performed subsequently in the 30-day notice period.

#### 5.6 For the avoidance of doubt and without limitation, where termination occurs, PPL shall at all times retain the right to collect monies (including royalties and fees) relating to the exploitation of the rights granted or assigned under the Appointment to the extent that such exploitation occurs prior to the re-assignment of such rights or, as the case may be, the expiry or termination of the exclusive representation granted to PPL under the Appointment.

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### 6. TERRITORIES

6.1 The Territories initially covered by this Mandate shall be those specified by the Member in the Appointment.

### 7. DATA PROTECTION

7.1 In this Clause 7, in addition to the terms defined in Clause 1, the following terms shall have the following meanings:

**“Applicable Data Protection Law”** means the Data Protection Act 2018 and/or other applicable data protection law or regulation as may be amended from time to time; and

**“Personal Data”** means information defined as such in the Applicable Data Protection Law.

7.2 The Member acknowledges that in performing its obligations under the Mandate and in particular (but without limitation) in exercising the Rights, PPL may process Personal Data, and/or transfer it internationally and/or disclose it to third parties, for the following purposes:

- (1) the collection and payment of overseas revenue;
- (2) the administration and maintenance of PPL’s records and those of relevant third parties;
- (3) the provision of a high level of customer service to the Member;
- (4) any other action that in PPL’s reasonable opinion is necessary in order to exercise the Rights granted and/or to comply with the relevant obligations under the Mandate.

7.3 For the purposes of this Clause 7, third parties include but are not limited to overseas music licensing companies, UK and international music industry bodies and music usage providers.

7.4 The Member shall:

- (1) comply with any Applicable Data Protection Law;
- (2) ensure that the Member’s acts or omissions will not cause PPL to be in breach of any Applicable Data Protection Law;
- (3) ensure that, in relation to any Personal Data that is given by the Member (or on the Member’s behalf) at any time to PPL in connection with the recordings to which the Rights relate and/or the Mandate, the Member has a lawful basis for processing that Personal Data in that way (and, where necessary, the Member shall give appropriate notification to and/or obtain adequate consents from, the Member’s employees and any other persons (including performers and producers) whose Personal Data this may include) and that PPL may lawfully process such Personal Data in the manner contemplated by the Mandate.

### 8. GENERAL

8.1 The Member hereby agrees with PPL that the Member will at the expense and cost of PPL do all such further acts, deeds and things and execute all such further documents and instruments as may from time to time be necessary to give effect to this Mandate.

8.2 The Member (both for the Member and for the Member’s successors and assignees) HEREBY MAKES, CONSTITUTES AND APPOINTS PPL as the Member’s true and lawful attorney to execute and deliver such documents and instruments in the name and on behalf of the Member as may from time to time be necessary to give effect to the Mandate and the Mandate shall be deemed to be a power coupled with an interest and shall be irrevocable.

8.3 The Parties hereby agree that the rights granted in the Appointment to PPL may be exercised by PPL as it so determines in its absolute discretion subject only to the Articles of Association and the these Terms.

8.4 PPL shall not be liable, in any way for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or any loss of goodwill or reputation; or any indirect or consequential losses in any case whether or not such losses were within the contemplation of the parties at the date of the Mandate, suffered or incurred by the Member arising out of or in connection with the Mandate.

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- 8.5 The clause headings in these Terms and the Appointment, and any guidance notes issued to the Member in relation to the same, are for information only and do not form part of these Terms or the Appointment.
- 8.6 All rights and obligations hereunder shall be construed and interpreted in accordance with the law of England and Wales, the Courts of which shall have the exclusive jurisdiction in all matters concerning the same.
- 8.7 If any provision of the Mandate shall be determined by any court of competent jurisdiction to be void or unenforceable all other provisions of the Mandate shall nevertheless continue in full force and effect.
- 8.8 Any notices or demands to be given or made pursuant to the Mandate (including notice to terminate or vary the Mandate in accordance with Clause 5) shall be given or made in writing and sent by pre-paid first class post in the case of the Member to the address specified on the Appointment or to such other address as may have been duly notified to PPL. All notices to be given to PPL shall be sent by post to its registered office for the time being, save that, in the case of notice to terminate or vary the Mandate in accordance with Clause 5.1, PPL may also accept a copy of such notice as signed by the Member if it is emailed to [memberservices@ppluk.com](mailto:memberservices@ppluk.com) (or such other email address as PPL may designate for such purpose).
- 8.9 The Mandate (in the absence of fraud) contains the whole agreement between the parties in respect of its subject matter and supersedes any prior written or oral agreement between them in respect of the same subject matter and the parties confirm that they have not entered into the Mandate on the basis of any representations that are not expressly incorporated.
- 8.10 The Member may not assign or novate the Mandate or sub-contract any of its obligations under the Mandate.
- 8.11 Variation or amendment of the Appointment or these Terms can be made only in writing by the parties or their respective duly authorised representatives.