



## **CODE OF CONDUCT FOR LICENSEES**

**Welcome to the PPL Code of Conduct for licensees.**

**We are committed to providing first-class service to all our customers, and this Code sets out our key commitments to our licensees and prospective licensees. 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. Our tariffs and licences**
- 4. Comments, Feedback and Complaints**
- 5. About this Code**

## 1. ABOUT PPL

### 1.1 PPL in overview

Founded in 1934, PPL is the UK music industry's music licensing company which licenses recorded music to be played in public or broadcast (including online). We do this on behalf of tens of thousands of performers and record companies.

#### Music played in public

The licensing of recorded music when it is played in public is now carried out on behalf of PPL by PPL PRS Ltd, a joint venture between PPL and *PRS for Music*.

This type of licensing (sometimes referred to as "public performance" licensing), covers 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 usually require a licence by law. These can range from pubs, bars, nightclubs and hotels to shops, offices, factories, gyms, schools, universities and local authorities.

#### Music broadcast on TV, on radio and online

PPL's broadcast and online licensing (which is carried out by PPL directly) 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 online uses of recorded music in addition to "traditional" broadcasts. PPL also licenses commercial radio networks such as Capital, Heart and Absolute Radio, internet radio services, and community, hospital, student and prison radio stations.

#### Music suppliers

PPL also licenses music supply businesses to copy recorded music in order to provide music supply services to other businesses, such as in-store music systems, jukeboxes, fitness compilations and in-flight entertainment systems.

#### Music used internationally

PPL also operates an International service, used by many of its members. Through what is currently 90 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.

#### Membership and distribution

After the deduction of PPL's operating costs, the revenue collected by PPL (including the public performance revenue collected on PPL's behalf by PPL PRS Ltd) is distributed by PPL to the record companies and performers it represents. This is 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. We represent both independent and major record companies, together with performers ranging from emerging grassroots artists through to established session musicians and festival headliners – all of whom are legally entitled to be fairly paid for the use of their work.

## 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. 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. Sound recording copyright owners can choose whether or not to become PPL members, and how much licensing PPL can do on their behalf.

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 [www.gov.uk/government/organisations/copyright-tribunal](http://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. Please note that "playing in public" has a broad legal meaning – it is not defined in the 1988 Act but the courts have given guidance on this and determined that it is effectively any playing of sound recordings (including via television and radio) other than in a domestic setting. So playing recorded music in a workplace can be "playing in public"; it is not a requirement for the general public to have access to the place where the music is being played.

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. However, we will only do so as a last resort, and we will always give businesses a reasonable opportunity to obtain a licence (or resolve any queries or concerns regarding their licence or their need for a licence) before doing so.

The 1988 Act applies to England, Wales, Scotland and Northern Ireland. The rights that PPL obtains from its members also cover the Channel Islands and Isle of Man, which are governed by separate copyright legislation. The licensing requirements for businesses and organisations using recorded music in the Channel Islands or the Isle of Man will be slightly different in some cases, due to differences in copyright legislation.

### ***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. More information about *PRS for Music* is available at [www.prsformusic.com](http://www.prsformusic.com).

### **PPL PRS Ltd**

PPL PRS is a joint venture company established by PPL and *PRS* to create a simplified process for licensing music when it is played and performed in public in the UK, Channel Islands and the Isle of Man. PPL PRS distributes all licensing revenues (less its operating costs) to *PRS for Music* and PPL for onward distribution to their respective members and affiliated societies as the underlying rightsholders. (Where this Code refers to licensing by "PPL", those references include the licensing undertaken by PPL PRS Ltd on PPL's behalf.)

You can find more information about PPL PRS Ltd – including its own Code of Conduct – at [www.pplprs.co.uk](http://www.pplprs.co.uk).

## **Collective management organisations**

PPL and *PRS for Music* are sometimes referred to as collecting societies, or collective management organisations (CMOs). There are many different CMOs operating in the UK, and they manage and license different rights in a wide range of creative works. CMOs are typically member organisations, acting on a not-for-profit basis on behalf of (and with a primary responsibility to) the businesses, organisations and individuals who own or control the rights in those creative works. CMOs allow users of creative works to obtain a single licence to use all of the materials controlled by their members rather than every single user having to obtain a licence from every single rightsholder 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. Many of PPL’s recording rightsholder members are small businesses or small traders.
- “Performers” are those who have performed on recorded music.

Through our members, and through agreements with music licensing companies in other countries under which PPL acts on behalf of their members in the UK, our licences cover millions of different recordings, representing the vast majority of commercially-available recorded music. We offer the PPL Audio Repertoire Search, PPL Member and Label Searches and ISRC Look-Up (search facilities accessible from every page on our website) to help licensees identify the tracks that are covered by our licences. More information about our agreements with music licensing companies in other countries can be found on the PPL website: <https://www.ppluk.com/royalties-explained/how-can-i-earn-more-royalties/>.

#### **Where the money goes**

PPL does not keep a profit for itself. All licence fees (however received), less operating costs and specified deductions, are distributed to the record companies and performers we represent. PPL endeavours to distribute licence fees as fairly and efficiently as possible, based on a per-track and per-performer distribution process.

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 can also be accessed from the same website page as the summary.

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 on our website (see Section 1.4 below). We also publish an Annual Transparency Report on our website, as required under the CRM Directive Regulations.

## 1.4 **More about who we are and how we operate**

### **Management, boards and committees**

Information about PPL's management, boards and committees is published on its website at: <https://www.ppluk.com/about-us/ppl-and-vpl-boards/>, including 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's Annual Reviews and Financial Statements (see below in this section) also contain information about, amongst other things, the appointment and election of PPL directors.

### **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 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
- General Data Protection Regulations (GDPR) and Data Protection Act 2018
- Collective Management of Copyright (EU Directive) Regulations 2016

PPL is also committed to acting in accordance with its Articles of Association, and the terms of its licences and licensing schemes.

PPL similarly expects its licensees to comply with all applicable laws and regulations, including the rights of PPL members (as creators and rights holders) to receive fair payment when their recordings and performances are used. PPL also expects licensees to act in accordance with the terms of any licence granted to them by PPL.

### **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 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. Wherever we deal with you regarding the licensing of music videos for broadcast (including online), you are dealing with VPL. When VPL music videos are played in public, PPL PRS undertakes those licensing activities.

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 about PPL**

Extensive further information about PPL can be found at [www.ppluk.com](http://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 account number (if you have one). If contacting us by post, 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 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 [www.ppluk.com/Contact-Us/](http://www.ppluk.com/Contact-Us/). For general queries please contact us at [info@ppluk.com](mailto:info@ppluk.com) or call us on 020 7534 1000. Please note that, to protect all our licensees, 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 monitored or recorded.

## 1.7 **How we use your information**

We take your privacy very seriously.

Our privacy notice contains information about how we may collect and use your personal data, and about your data protection rights. You can view this here: <https://www.ppluk.com/privacy/>.

If you subscribe to our licensee 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 broadcast, online and dubbing licensing customers – 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 clearly:

- who we are and what we do
- whether (and why) you need a PPL licence
- what your PPL licence fee will be and how it is calculated
- any other PPL policies or procedures that affect your licence or your dealings with us

#### **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 and the Comments, Feedback and Complaints procedures set out in Section 4.

### 3. OUR TARIFFS AND LICENCES

#### 3.1 Tariffs, licensing schemes and licences

##### **Businesses playing recorded music in public**

Whilst the licensing of recorded music when it is played in public is now carried out on behalf of PPL by PPL PRS Ltd (through “TheMusicLicence”), the setting of public performance tariffs is still carried out separately by each of PPL and *PRS for Music*.

PPL operates a number of different tariffs and licensing schemes, to cater for businesses of different types (for example there is one tariff for shops and stores, and another for factories and offices) and sizes. Many of PPL’s tariffs apply to the use of recorded music as background music in a particular type of business but there are also some tariffs that apply to particular ways of using recorded music, such as using it as an accompaniment to exercise instruction.

You can find out how PPL tariffs operate, and how licence fees are calculated by visiting [www.pplprs.co.uk](http://www.pplprs.co.uk). There you can also find information about the terms and conditions applicable to TheMusicLicence, and certain discretionary licensing policies operated by PPL PRS Ltd on PPL’s behalf.

##### **Other licensing customers**

Details of our licences for the radio broadcasting of recorded music (including online) can be found on our website at <https://www.ppluk.com/music-licensing/radio-tv-and-online-licensing/>. This includes information about our different types of radio broadcaster licence, how the licence fees are calculated and how to apply for a licence.

Details of our licences for the television broadcasting of recorded music (including online) can be found on our website at <https://www.ppluk.com/music-licensing/radio-tv-and-online-licensing/tv-broadcasting/>.

PPL also licenses music service providers (such as jukebox operators or in-store music system providers) to copy recorded music in order to provide their services to other businesses. See <https://www.ppluk.com/tools-resources/music-suppliers/>.

Please note that terms and conditions will apply. There are a number of different standard agreements for the different types of licence we offer. We will supply a copy of the licence agreement(s) relevant to your business on request or when you apply for a licence.

#### 3.2 How to make payment

##### **Businesses playing recorded music in public**

Please contact PPL PRS Ltd, or visit [www.pplprs.co.uk](http://www.pplprs.co.uk) for more information.

##### **Other licensing customers**

You can pay for your PPL licence by electronic bank transfer (including through our website at [www.ppluk.com/payonline](http://www.ppluk.com/payonline)), credit/debit card or cheque. Most PPL licence fees can also be paid via Direct Debit. Full details of how to pay are published on our website and provided on all our invoices.

### **3.3 How we set and review tariffs and licensing schemes**

PPL is committed to setting fair and reasonable tariffs, licences and licensing schemes, so that our members rights are valued fairly (taking account of the value that the use of recorded music adds to our licensees' businesses or organisations) and that our members receive a fair payment for the use of their creative work. By "licensing scheme", we mean a scheme setting out the standard licensing fees and terms applicable to a certain class of licensing cases, such as for a particular category of businesses or type of music use.

When we propose to introduce a new licensing scheme, or significantly amend an existing scheme, we will take a fair, reasonable and proportionate approach to consultation and negotiation.

PPL may issue new or amended licensing tariffs or schemes without consultation where there is no, or only a negligible, change to the fee level or structure or where there is a demonstrable business need for an urgent change, including where a change is needed in response to legal requirements.

PPL will only introduce new or significantly amended tariffs or licensing schemes on reasonable notice (which in most cases will be a period of at least three months), and with the approval of the PPL Board. However, changes such as annual tariff increases in line with RPI will not ordinarily be subject to consultation or specific PPL Board approval and may necessarily be introduced with shorter notice.

PPL is always keen to better understand its customers and the role that recorded music plays in their businesses. PPL may from time to time, whether or not during a tariff review, conduct surveys and other activities to gather information to assist this understanding.

#### **Representative organisations**

PPL values relationships with organisations that represent music users and is happy to have a dialogue with them whether during a tariff review or at other times. When we propose to introduce a new licensing scheme, or significantly amend an existing scheme, we will (where it is fair, reasonable and proportionate to do so) seek to consult initially with organisations representing a substantial part of the market to be licensed under the scheme, with a view to reaching agreement on the new or significantly amended scheme.

To help ensure that PPL's consultation both during this first phase and in any subsequent public consultation phase, is fair, reasonable and proportionate, PPL would ask that any trade body or association wishing to participate provides PPL with appropriate information about their members, the proportion of the affected licensing market that they represent and the extent to which they have authority to represent their members in discussions with PPL. We would also ask such organisations take steps to ensure that, when discussing tariffs and licensing schemes with PPL, they are appropriately representative of the views, positions and interests of their membership as a whole.

#### **Public consultation phase**

Whether or not agreement has been reached with the relevant representative organisations, PPL may hold a public consultation on its proposals for a new or amended licensing scheme if it is fair, reasonable and proportionate to do so. The extent of this phase of consultation will depend on a number of factors, including the extent to which agreement has been reached in the first phase of consultation, the proportion of the market to be licensed that has not been represented in the first phase, the extent to which this unrepresented part of the market is likely to be impacted by the new or amended licensing scheme and the nature of the tariff and the proposed changes.

For example, a three month consultation period would be appropriate where there are a significant number of businesses likely to be substantially affected by changes to the scheme, and who were not represented in the first phase of consultation. We will always set out our proposed time period for any public consultation at the outset, and keep under review whether it is appropriate to extend the consultation period further.

**Scope of consultation**

Where consultation is undertaken, this will typically include:

- Setting out information about the reason for the tariff review.
- Setting out any evidence that PPL has gathered or commissioned or which is otherwise in PPL's possession that impacts on the tariff review.
- Setting out a proposed new tariff structure, fees or terms.
- Inviting, receiving and considering information about music use in the relevant sector.
- Inviting, receiving and considering the views of customers and potential customers about the proposed tariff and any suggestions for an alternative appropriate tariff structure and fees for the sector, as well as any supporting evidence they may present.

## 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 licensees or prospective licensees 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 procedures below apply to matters such as:

- 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 licensing requirements.

The procedure to follow if you are a PPL broadcast, online or dubbing licensee (or prospective licensee) 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. If you remain dissatisfied after you have completed this procedure, Section 4.2 below sets out details of the independent complaints review service that is available via Ombudsman Services.

If you wish to provide feedback or make a complaint in respect of **public performance licensing**, please refer to the procedure set out in the Code of Conduct published by PPL PRS Ltd, available from [www.pplprs.co.uk](http://www.pplprs.co.uk).

### **4.1 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/](http://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 account number 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 Head of Department. The person you are dealing with may themselves decide to pass the matter on to their Head of Department, to help resolve matters. Depending on the particular circumstances, you may be passed to (or contacted by) the Head of Department directly or you may be provided with the Head of Department's contact details (post or email). When contacting the Head of Department, please include full details of your concerns, your PPL account number and why you remain dissatisfied. We will acknowledge your feedback within 2 working days of receipt and the Head of Department will contact you with a written response within 10 working days of receipt. If the person you have been dealing with or who is currently communicating with you is a Head of Department themselves then they will refer you directly to Step 3.

#### **STEP 3**

If you remain dissatisfied after you have heard from the Head of Department, you can write to PPL's Chief Licensing Officer (whose contact details will be provided by the Head of Department). When doing so, please include your PPL account number 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 (or on behalf of) PPL's Chief Licensing Officer 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.

## **4.2 Ombudsman Services**

Where you have followed the above complaints procedure but are dissatisfied with the outcome, you may in certain circumstances obtain an independent review of your complaint by Ombudsman Services.

Ombudsman Services is a third-party organisation offering an independent and impartial means of resolving disputes for various business sectors and which is also now providing services to a number of copyright licensing CMOs.

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 licensing requirements.

However, it is not designed to review the pricing, structure or scope of PPL licences or licensing schemes, or the fairness or meaning of PPL's licensing terms. The service is also unable to deal with complaints regarding legal issues or commercial disputes.

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](http://www.ombudsman-services.org/copyright.html).

## **5. ABOUT THIS CODE**

### **5.1 The Collective Management of Copyright (EU Directive) Regulations 2016**

PPL is committed to ensuring that this Code, together with the separate Code of Conduct for members, is compliant with the Collective Management of Copyright (EU Directive) Regulations 2016. The Regulations focus on fairness, transparency and good governance, and can be found here: <http://www.legislation.gov.uk/ukxi/2016/221/contents/made>.

### **5.2 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).

In some circumstances, PPL may administer a licence (or operate a tariff within a PPL licence) on behalf of another CMO. For example, some PPL licences may cover use of recorded music in countries outside the UK, and the licence fees for the use in those countries may be set by the CMOs in those countries (sometimes referred to as a “tariff of destination”). In these cases, this Code will apply to PPL’s customer service but will not apply to the setting of the tariffs of destination, as that is a matter outside of our control.

### **5.3 Review of this Code**

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 edition of the Code was last updated in June 2018.

### **5.4 Availability of this Code**

The current version of PPL’s Code of Conduct for licensees will always be published on our website at [ppluk.com](http://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.