



## **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

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 just under 100 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. 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](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 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/international-royalties/international-agreements/>.

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 (however received), 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 efficiently 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/royalties/how-royalties-are-calculated/>.

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 & Audit 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 at <https://www.ppluk.com/about-us/our-leadership/> and <https://www.ppluk.com/about-us/our-leadership/ppl-boards-and-committees/>. 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 six 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/our-leadership/ppl-boards-and-committees/>. See also Section 3 below.

### **Performer Board**

The Performer Board oversees the performer-related aspects of PPL's operations. It comprises eight directors, all of whom also sit on the PPL Board. Six of these are designated Performer Directors. The other two directors on the Performer Board are PPL Board directors selected by the PPL Board.

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

### **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 Reviews and current Articles of Association, are published on its website at <https://www.ppluk.com/about-us/reports-and-governance/>.

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

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 and 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. When VPL music videos are played in public, it is PPL PRS Ltd (see above) which undertakes those licensing activities on VPL's behalf.

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 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 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 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 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.

We are committed to complying with the UK GDPR and Data Protection Act 2018 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.

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-policy/>.

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 members 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) – including PPL's Distribution Rules
- 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 terms and rights appointments (as applicable) – see further Section 3.3 below.

### **3.2. Dignity and respect**

We expect members to conduct themselves in a kind, professional and respectful manner. PPL is responsible for providing a safe place for its staff, officers and members to work and meet. Everyone has a right to attend and carry out their duties in a secure working environment, without harassment or intimidation.

You must not engage in any unwanted physical, verbal or non-verbal conduct that might make anyone feel unsafe, uncomfortable, or create an intimidating, humiliating or offensive environment for them. We do not tolerate bullying, harassment or discrimination of our members or our staff or officers on any grounds. This applies to both in respect of communications with PPL (or any of its members, staff or officers) or conduct at any PPL event (including social events).

If you have any concerns about the conduct of any member of PPL, or any officer or member of its staff, please contact PPL as set out in section 4 below via your own contact at PPL or any of the other stated contact details.

PPL has the right to give notice to terminate membership for recording rightsholders, and to limit its engagement with performer members solely to paying them any UK equitable remuneration to which they are entitled, if there are objective, transparent and non-discriminatory grounds to do so. This includes conduct that PPL reasonably finds as being gross misconduct. Please note that in serious cases, such gross misconduct may also be a criminal offence.

### **3.3. Rights appointments and mandates**

#### **Recording rightsholders**

In summary, joining PPL as a recording rightsholder member involves transferring to PPL, for the duration of your membership, the right to broadcast your sound recordings or play your sound recordings in public (and the right to copy them for these purposes) in the UK.

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 CMOs in other countries (i.e. where you own/control the rights in sound recordings, and monies are collected by the local CMO 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 for example

<https://www.ppluk.com/help-centre/faqs/joining-ppl/>. PPL may revise and update these terms 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 CMOs in other countries (i.e. where you have rights in your performances, and monies are collected by the local CMO 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 for example <https://www.ppluk.com/help-centre/faqs/joining-ppl/> and <https://www.ppluk.com/royalties/international-royalties/international-performers/>.

## **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.

### **3.4. 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 on the AGM formal business, with a voting share based on their share of PPL distributions. PPL offers the opportunity to vote online.

At the AGM, one third – or the number nearest to but not exceeding one third – of the PPL board directors (excluding the Performer Directors, as this is dealt with at the APM), 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, any changes to PPL's Articles of Association, receiving the audited accounts and associated reports for the prior financial year, approving the Annual Transparency Report and the re-appointment of PPL's auditors.

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, if you have not already done so online, vote) on your behalf, and your voting share.

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-governance/#articles-of-association>.

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/music-video-licensing-with-vpl/#vpl-board>.

## **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-registered performer member to whom PPL 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 may vote in the APM elections (see below) on a one performer, one vote basis.

At the APM, one third of the Performer Directors (or, the number nearest to but not exceeding one third of them) who have been directors for the longest period since last being elected are required to stand down. An election is then held in which the directors 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 a Performer Director, and how to appoint a proxy to attend (and, if you have not already done so online, vote) on your behalf.

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-governance/> (where you can also find copies of our Annual Performer Reports).

## **4. COMMENTS, FEEDBACK AND COMPLAINTS**

PPL is committed to providing its customers with excellent 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 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 at [memberservices@ppluk.com](mailto:memberservices@ppluk.com) (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 or Head of Client 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 or Head of Client Services (or, as the case may be, PPL's Chief Membership and People 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 External review of complaints**

Where members or prospective members have followed and completed the above complaints procedure but remain dissatisfied with the outcome, they may in certain circumstances obtain an external review of their complaint. This is intended to offer a free, independent and impartial means of resolving disputes.

As with our internal 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.
- The quality or accuracy of the information provided to you by or on behalf of PPL.
- An 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 is available on request.

## **5. ABOUT THIS CODE**

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

PPL is committed to ensuring that this Code is compliant with the relevant provisions of the Collective Management of Copyright (EU Directive) Regulations 2016 (the "Regulations"). The Regulations focus on fairness, transparency and good governance and can be found here: <http://www.legislation.gov.uk/ukSI/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).

### **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 April 2025.

### **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](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.