



**This is a trial licence covering a 16-month period starting 1 September 2019 – 31<sup>st</sup> December 2020**

**Any amateur choir (comprising performers who are not individually paid for their performance) can apply to take part in the trial as long as they are prepared to:**

- 1. Abide by the terms of this licence**
- 2. Complete a questionnaire at the beginning and end of the trial**

**Trial Amateur Choirs Licence (“ACL”) (Non-precedential)**

**PRINTED MUSIC LICENSING LIMITED (“PMLL”)** of 2<sup>nd</sup> Floor, Synergy House, 114-118 Southampton Row, London, WC1B 5AA manages certain areas of licensing of the copying of printed music in the UK on behalf of music publishers and has the right to grant this trial licence to amateur choirs on behalf of certain of its members for the copying of printed music for use by choir members.

This agreement, comprised of both Special Terms and Standard Terms, sets out the basis upon which PMLL licenses you (“**Choir**”) to copy musical works and/or lyrics owned and/or controlled by certain of its members and, upon (i) completion of the details below; (ii) signature by a person authorised to enter into this licence on behalf of the Choir, and (iii) delivery of the signed agreement to PMLL, will comprise a legally binding agreement. Delivery may be by post to the above address, marked for the attention of Viki Smith or by email of a scanned copy to [viki.smith@mpagroup.com](mailto:viki.smith@mpagroup.com)

Name of Choir		Legal status of Choir (e.g. unincorporated association / charity / limited company)	
Address of Choir		Name of contact for Choir (“ <b>Choir Principal</b> ”)	
		Telephone number of Choir Principal	
Email address of Choir (and Choir Principal, if different)			

Choir website URL (if applicable)	
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### **Amateur Choir Licence – Special Terms**

The following Special Terms have the meaning set out below and in the event of a conflict between the Special Terms and the Standard Terms, the Special Terms shall prevail:-

<b>Commencement Date</b>	The later of i) 1 <sup>st</sup> September 2019 and ii) the date upon which PMLL receives from you a signed copy of this agreement and payment of the Fee. You will be notified of the Commencement Date by email promptly following receipt.
<b>Term</b>	A trial period from the Commencement Date to 31 <sup>st</sup> December 2020 (“Trial Period”)
<b>Territory</b>	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man
<b>Fee</b>	For the duration of the Term:  1 copy per member of up to 5 Licensed Works      £2.50 per Choir Member 1 copy per member of up to 10 Licensed Works      £5 per Choir Member 1 copy per member of up to 25 Licensed Works      £10 per Choir Member 1 copy per member of up to 50 Licensed Works      £15 per Choir Member 1 copy per member of over 50 Licensed Works      By arrangement with PMLL
<b>Choir Member</b>	A member of the Choir.
<b>Licensed Works</b>	The musical works and/or lyrics available for copying under this licence as notified to you by PMLL, details of which may be found by accessing the following link <a href="https://www.printmusiclicensing.co.uk/licences/amateur-choir-license/">https://www.printmusiclicensing.co.uk/licences/amateur-choir-license/</a>
<b>Arrangement</b>	An adaptation of a Licensed Work the unauthorised making of which would be an infringement of copyright under the Copyright Designs and Patents Act 1988.
<b>Authorised Permitted Arrangement</b>	Changes to the Licensed Work that are authorised pursuant to Clause 1.2 of the Standard Terms.
<b>Publisher</b>	A publisher owning and/or controlling (whether in whole or in part) the rights in a Licensed Work set out in Clause 1.1 of the Standard Terms.
<b>Copy</b>	To photocopy or copy through an equivalent copying process.
<b>Licensed Copy</b>	A copy of a Licensed Work Copied from the Source Copy and made by the Choir Principal in accordance with the Standard Terms
<b>Source Copy</b>	A printed music publication or printed lyric publication (excluding any printed lyric publication comprising of works that were originally published as poems) properly purchased by or on behalf of the Choir, from which Licensed Copies are made.

<b>Maximum Number of Licensed Copies</b>	One (1) copy of each of the Maximum Number of Licensed Works for each Choir Member in respect of whom the Choir has paid the applicable Fee.
<b>Maximum Number of Licensed Works</b>	The maximum number of Licensed Works which the Choir is permitted to copy based on the level of Fee which the Choir has paid (i.e. a maximum of between 10 and 50 Licensed Works)
<b>Choir Activities</b>	(i) Rehearsals, workshops and private singing performances of the Choir; and (ii) Notified Performances (subject to clause 2.9)
<b>Notified Performances</b>	Performances by the Choir using Licensed Copies that are notified by the Choir to PMLL in accordance with Clause 4 of the Standard Terms.
<b>Validation Stickers</b>	Stickers which may be produced by PMLL confirming that a copy of a Licensed Work is a Licensed Copy.
<b>Data</b>	The usage data required to be provided by you to PMLL in accordance with the Standard Terms and in the form set out in the attached Appendix.

Signed on behalf of Choir by Choir Principal:

Signature	
Name (block capitals please)	
Date	

### **Amateur Choir Licence – Standard Terms**

#### **1. Licence**

- 1.1 Subject to the terms and conditions set out in this Licence, including the limitations and exclusions set out in clause 2 below, and in consideration of the payment of the Fee, the Choir is granted the non-exclusive right, exercisable throughout the Territory during the Term to: (a) make and distribute (or permit the distribution of) up to the Maximum Number of Licensed Copies to Choir Members; and (b) to make Authorised Permitted Arrangements, in each case solely for use within the Choir Activities.
- 1.2 The Choir may make minor changes to the Licensed Work (e.g. a change of key) solely for the purposes of accommodating the numbers and types of voices of Choir Members (but which do not parody or change the character of the Licensed Work) provided that the Choir agrees to not use and destroy all copies of such arrangement in the event that it receives a request in writing from any Publisher to do so.

In respect of any more significant changes, in order to qualify as an Authorised Permitted Arrangement the proposed changes to the Licensed Work must be approved by the relevant Publisher(s) prior to use. The Choir must submit a PDF or TIFF of the full score of the arrangement by email to the relevant Publisher(s) or via such other method as PMLL shall notify the Choir, with the subject reference "PMLL Amateur Choir Arrangement", together with details of the email address to which the Publisher(s) may respond. If the Publisher(s) notifies the Choir that the proposed changes have been authorised then the said Licensed Work incorporating the changes becomes an Authorised Permitted Arrangement solely for the purposes of this Agreement. If the Publisher(s) notify the Choir that the proposed changes have not been authorised then the Choir must (i) immediately cease from any further use and (ii) provide an undertaking to the Publisher(s) that the use of the unauthorised arrangement has ceased.

- 1.3 Upon receipt of the Fee, the Choir may be sent an appropriate number of Validation Stickers by PMLL. It is a condition of this Licence that the Choir shall place a Validation Sticker on each Licensed Copy produced by the Choir under this ACL, in accordance with the instructions provided by PMLL.

## **2. Limitations and Exclusions**

- 2.1 Licensed Copies may be made solely upon the terms and conditions set out in this Agreement by the Choir Principal for use solely within Choir Activities.
- 2.2 Neither the Choir, nor any Choir Member nor any other person shall acquire any rights in an Authorised Permitted Arrangement, the copyright and all other rights in which shall be vested in the relevant Publisher(s) or other relevant rightsholder(s). Choir will procure that any applicable arranger will complete an assignment of copyright if required by Publisher to ensure that any copyright in any Authorised Permitted Arrangement is assigned to the Publisher for the benefit of the underlying author/composer.
- 2.3 At least one original Source Copy of each Licensed Work must be owned by or on behalf of the Choir.
- 2.4 The Choir must limit the number of Licensed Copies to one Licensed Copy for each Choir Member.
- 2.5 The Choir must comply with PMLL's requirements in connection with the reporting of Data with regard its creation of Licensed Copies (including without limitation the fulfilment of the Choir's obligations under clause 4 below), the purpose of which is to inform the accurate re-distribution of licences fees to rightsholders, including publishers and composers.
- 2.6 Licensed Copies may be used only by Choir Members as part of Choir Activities and not for the private purposes of Choir Members or anyone else
- 2.7 Neither the Choir nor any Choir Member may lend, sell or hire out Licensed Copies.
- 2.8 Licensed Copies must be destroyed within three months of the end of the Term or termination of this Agreement, whichever is earlier.
- 2.9 While Licensed Copies may be used to assist Choir Members when they perform as part of their Choir Activities, the Licence does not authorise the general public performance right, performance of dramatico-musical works right (known as 'grand rights'), broadcast right, making available right or recording of any music (including putting recordings on any website) for which the Choir must ensure that it has the appropriate licences in place before undertaking any of these activities. PMLL can provide reasonable assistance, where required, to help direct any requests for any such additional licences to the appropriate party/parties.

## **3 Payment of Fee**

- 3.1 The Fee, together with VAT, is payable in accordance with the standard terms and conditions of our website. No rights are granted until the Fee has been received by PMLL.
- 3.2 Intentionally deleted
- 3.3 PMLL reserves the right to charge interest on any late payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

## **4 Data Collection**

- 4.1 The Choir shall, no later than the end of the following month, submit Data to PMLL in respect of its activities within the preceding month. Such Data shall be submitted via PMLL's website and in the form required.

4.2 If the Choir does not send monthly Data reports to PMLL in accordance with clause 4.1, PMLL reserves the right to terminate this ACL for material breach in accordance with clause 6 or to suspend this ACL by email notification to the Choir at the email address provided at the head of this Agreement until such time as the Data is provided. A period of suspension shall not extend the Term.

4.3 PMLL undertakes not to disclose any information obtained as a result of any data collection except:

4.3.1 as required by a court or other authority of competent jurisdiction; or

4.3.2 in aggregated form from which the identity of the Choir cannot directly be ascertained; or

4.3.3 as required to enable PMLL to distribute the Licence Fees to music publishers and authors.

## **5. Conduct of Claims**

5.1 If the Choir receives in writing a claim from a rights owner that the Choir has infringed copyright in any Licensed Work by its exercise of the rights granted under this Agreement and if the Choir has complied with all of the terms and conditions of this ACL and has notified PMLL in writing within 5 working days of receiving the claim, PMLL will take over responsibility for defending such a claim and will bear all costs PMLL incurs in connection with such negotiations and/or defence.

5.2 In dealing with such a claim the Choir must not make any admissions or offer payment and must ensure that all correspondence relating to the claim is passed to PMLL immediately on receipt. No communications shall be made to the claimant without the prior written consent of PMLL.

## **6. Termination and Breach**

6.1 Should the Choir commit any material breach of any of the terms and conditions of this ACL and remain in such breach 14 days after receiving notice to remedy the same (where the breach is remediable) then PMLL, without prejudice to any of its other rights, may by written notice either:-

6.1.1 suspend this ACL until PMLL is satisfied such breaches will not recur, in which event it will notify the Choir in writing that the ACL has recommenced (and any such period of suspension shall not extend the Term); and/or

6.1.2 terminate this ACL, in which case no part of the Fee shall be returnable.

6.2 Notice under clause 6.1 shall be sent by email to the email address provided to PMLL at the head of this Agreement or such alternative email address as the Choir may notify PMLL in writing.

## **7. Miscellaneous**

7.1 This ACL shall be governed under English law and the parties submit to the exclusive jurisdiction of the English courts.

7.2 The parties agree that the terms of this Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

## **8. Trial-specific Terms**

8.1 Choir agrees to complete any questionnaire supplied by PMLL during or within 3 months of the end of the trial licence.

8.2 Choir agrees that this licence is offered on a non-precedential trial basis and agrees that neither the fact of this trial licence nor the contents or rates set out herein shall commit PMLL or any of its members to offer a licence on these terms to any Choir following the expiry of the Term. The purpose of the trial licence is to assess whether PMLL is the appropriate body to facilitate amateur choir licensing for its members.