

# MCPS- PPL Schools Limited Manufacture Licence Terms and conditions



These terms relate to the paid-for Schools Limited Manufacture licence supplied to you by the Mechanical Copyright Protection Society Limited (on behalf of itself and PPL) through our appointed agent Centre for Education & Finance Management Limited.

To ensure you understand the terms and conditions that you are agreeing to, please consult the FAQs for this tariff which explain the background to this licence and the terms used (available on CEFM's website).

## 1. DEFINITIONS

In this Licence, the following terms shall have the following meanings:

**"Application Form"** The form that you have completed and submitted to us to apply for the Licence.

**"CEFM"** Centre for Education & Finance Management Limited.

**"Dramatico-Musical Works"** Any ballet, opera, operetta, musical, musical play or work of a similar nature.

**"ISRC"** means the International Standard Recording Code (ISO 3901).

**"Licence"** The licence set out in paragraph 2.1 below, granted to you subject to these terms.

**"Licence Fee"** The fee payable by you to purchase the Licence as set out in paragraph 4 below.

**"MCPS"** The Mechanical Copyright Protection Society Limited, a company registered in England with company number 00199120, whose registered office is at 2nd Floor, Synergy House, 114-118 Southampton Row, London, WC1B 5AA contracting for and on behalf of itself and for and on behalf of and as agent of (i) its various members, foreign societies and the foreign society members, and (ii) PPL.

**"Musical Work"** Any work consisting of music and any lyrics or words written to be used with the music (if applicable), including any part of such a work.

**"Over-dub"** means the process of copying or adding any PPL Sound Recording or other supplementary recorded sound to the whole or any part of a PPL Sound Recording, or copying or adding one or more PPL Sound Recordings to any other recorded material in any Product.

**"Permitted Number of Units"** The number of units identified in your Application Form corresponding to the Licence Fee paid by you to us (up to a maximum of 1,000 units per Application Form).

**"PMSR"** Any sound recording of Musical Work being a sound recording (as opposed to a

Musical Work) the copyright in which is owned or controlled in the United Kingdom, from time to time, by MCPS (or a member of MCPS or a foreign society or a foreign society member) and where such party has authorised MCPS to license such recordings as so called production or library music.

**"PPL"** means Phonographic Performance Limited, a company registered in England with company number 00288046 whose registered office is at 1 Upper James Street, London, W1F 9DE.

**"PPL Sound Recording"** means each Sound Recording the ownership or control of the relevant copyright in which shall be vested in PPL from time to time.

**"Product"** The following physical formats: CD, cassette, minidisk, vinyl, DAT, DVD, Blu-ray disk, HD-DVD, VHS, CD-ROM containing one or more Repertoire Works or PPL Sound Recording manufactured by you in accordance with these terms, as set out in more detail in your Application Form, or any other physical format notified by us.

**"Repertoire Work"** Each Musical Work the copyright in which is owned or controlled in the United Kingdom, from time to time, by MCPS (or a member of MCPS or a foreign society or a foreign society member) and each PMSR.

**"We"** and **"us"** MCPS or CEFM as agent for an on behalf of MCPS.

**"Sound Recording"** has the meaning as set out in section 5A of the 1988 Act.

**"Track"** means a sequence of sounds comprising the whole or part of a Sound Recording which is identified by a number or other device indicated by or on any descriptive text accompanying the Sound Recording or by information embodied in or on the format on which the Sound Recording is stored or identified by a separate ISRC number.

**"United Kingdom"** The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

**"Year"** The period of 12 months from the date your Licence is granted.

## **2. LICENCE**

2.1 In consideration for your payment of the Licence Fee to us, and subject to the limitations and restrictions set out below, we grant you a non-exclusive licence to incorporate Repertoire Works and where necessary PPL Sound Recordings into Products containing both audio and audio-visual material, to make the Permitted Number of Units of the Product in the United Kingdom and to distribute them in the European Union for private use.

2.2 You must obtain all necessary licences in relation to any Musical Work or Sound Recording included in a Product which is not a Repertoire Work or a PPL Sound Recording. You must also obtain all necessary licences in relation to any other copyright material and intellectual property included in the Product. This Licence does not, for example, cover rights or interests in films or Dramatico Musical Works.

## **3. LIMITATIONS**

3.1 This Licence only applies where:

(a) you are an educational establishment (which includes nurseries, pre-schools, schools, and institutions of further educations but excludes universities); and

(b) the Product falls within one of the following categories:

- (i) recordings of student performances for sale or giving away to students, family, friends or to raise funds for the school;
- (ii) recordings solely used for the giving and receiving of tuition; or
- (iii) student films that are shown only as part of the students' coursework, education assessment, student competitions and the students' personal portfolio.

3.2 If you and/or the Product do not belong to one of the categories set out above, you should cease your application process and contact CEFM by sending us an email to [mcps@cefm.co.uk](mailto:mcps@cefm.co.uk) to be advised further.

3.3 The Licence does not apply to any Product which contains more than 120 minutes of Repertoire Works, or more than 2 tracks featuring the same artist. In this case you should cease your application process and contact CEFM at [mcps@cefm.co.uk](mailto:mcps@cefm.co.uk) to arrange an alternative licence.

3.4 You may only manufacture and distribute (whether for free or at a price) the Permitted Number of Units as set out in each Application Form. You may obtain additional Permitted Number of Units by submitting additional Application Form(s) and paying additional Licence Fees to cover up to a maximum of 3,000 units per calendar year. If you require further additional units, please contact CEFM at [mcps@cefm.co.uk](mailto:mcps@cefm.co.uk).

3.5 You may only manufacture and distribute (whether for free or at a price) a maximum of 1000 units of any one Product.

3.6 You may sell the Products or provide them for free. Where you choose to sell them, they must not be sold by any third party on your behalf, only directly by you.

3.7 This Licence will not cover the following, for which a separate licence and/or the approval of the relevant copyright owner(s) will be required:

(a) making any adaptation or arrangement of the music and/or alteration of the lyrics of any Repertoire Work;

(b) using music with lyrics other than those written to be used with the music or authorised for use with the music;

(c) using lyrics with music other than that written to be used with the lyrics or authorised for use with the lyrics;

(d) using a Repertoire Work in the form of a parody, burlesque or any use which is defamatory or likely to be detrimental to the writer and/or performer of the work;

(e) using a Repertoire Work with material which is of a sexual, violent, drug-related, political or contentious nature;

(f) using a Repertoire Work or PPL Sound Recording in any Product which contains, has had added to it or is used in conjunction with, any kind of advertisement, sponsorship or any direct or indirect promotion of any commercial or political organisation or any form of illegal activity;

- (g) reproducing lyrics or musical notations in any printed form or textual form, whether on screen, in print or otherwise;
- (h) using a Repertoire Work which at the time of receipt of your Application Form has not been released for retail sale to the public in the European Economic Area with the copyright owners permission;
- (i) incorporating a Repertoire Work into any toys, games, novelty products or similar products;
- (j) giving away the Product in conjunction with another product, magazine or newspaper;
- (k) any use by any commercial organisation, whether internally or externally, unless the Product has been ordered from that commercial organisation by a non-commercial third party for non-commercial purposes;
- (l) in relation to Dramatico-Musical Works, the use of:
  - (m) extracts exceeding 20 minutes in duration;
  - (n) "potted versions";
  - (o) extracts which cover a complete act of the Dramatico-Musical Work; or
  - (p) extracts which are presented in dramatic form where actors, through speech, mime or dance depict a distinct plot through which the story or associated words of the Dramatico-Musical Work are carried forward;
  - (q) copying any Repertoire Works and/or PPL Sound Recordings that infringe the moral rights of the composer of that Repertoire Work or PPL Sound Recording;
  - (r) using any PPL Sound Recordings in ways that denigrate the artistic integrity of any copyright works or any performance embodied on any PPL Sound Recording nor to subject any copyright works or performance embodied on any PPL Sound Recording to derogatory treatment; or
  - (s) Over-dubbing within the whole or any part of any Product.

3.7.1 This Licence covers the supply by you of the Product for private use but not any of the following with respect to Repertoire Works:

- (a) copying for the purposes of broadcast or public performance;
- (b) acts of public performance;
- (c) broadcast or other communication to the public; or
- (d) use on the internet.

#### **4. PRICES AND PAYMENT**

4.1.1 Submitting the Application Form is an offer by you to purchase a Licence from us. Subject to Clause 4.1.5, the Licence will be granted to you once your payment has been received and we notify you that your Application Form has been approved. There will be no contract of any kind between you and us (or, for the avoidance of doubt, PPL) unless and until you make authorised payment for the Licence and we notify you that

your Application Form has been approved.

4.1.2 The Licence Fee is calculated and payable in advance in pounds sterling.

<b>Number of Copies</b>	<b>Annual Licence Cost</b>	<b>Inc. VAT</b>
0-50	£38.59	£46.31
51-100	£64.31	£77.18
101-250	£115.77	£138.92
251-500	£192.94	£231.63
501-750	£270.12	£324.15
751-1000	£334.44	£401.33

Licence Fees are expressed inclusive of any VAT payable unless otherwise stated.

4.1.3 Once your Application Form is processed you will receive an invoice from CEFM. Payment can be made by either cheque or BACS transfer and should be received within 14 days from the date of invoice. Cheques should be made payable to Centre for Education & Finance Management Limited and sent to M1A Mosquito Studios, De Havilland Court, Penn Street, Amersham HP7 0PX. If we do not receive payments within the timeframes permitted, your application may be cancelled.

## **5. WARRANTIES AND LIABILITY**

We warrant that we have the right to license the rights granted in this Licence.

## **6. CANCELLATION AND TERMINATION**

6.1.1 You are only licensed once you have paid for the Licence and we notify you that your Application Form has been approved. At that stage, because the Licence has already been granted to you, you are unable to cancel the Licence.

6.1.1 Your Licence may be terminated by us by written notice if you are in breach of the terms of this Licence and the breach is not remedied within 14 days after written notice of the breach has been given to you. If we reasonably believe your breach of the Licence or these terms affects the rights of our members (whose rights we are licensing) we may suspend your Licence at any time.

## **7. MISCELLANEOUS**

7.1.1 Nothing in this Licence affects the moral rights of the authors of any Repertoire Works.

7.1.2 We reserve the right to change these terms with immediate effect. Any changes will not apply to licences granted prior to the date the changes were implemented.

7.1.3 After the date you manufacture the Product you will, if requested by us, supply a copy of the Product to us. You will also promptly supply us with any further information and/or documents reasonably requested by us to verify the Musical Works used, the Product and/or to verify that these terms are being and/or have been complied with.

7.1.4 All rights not specifically granted under this Licence are reserved and no implied licences shall be construed.

7.1.5 This Licence is personal to you and you may not sell, assign, transfer or deal in any other manner with this Licence or any of your rights or obligations under it without our prior written consent.

7.1.6 This Licence shall be governed by English law and we and you agree to submit to the exclusive jurisdiction of the English Courts.