Centre for Education & Finance Management
Personnel • Finance • Consultancy

And

PPL DIGITAL COPYING AND STREAMING LICENCE FOR SCHOOLS

Schools across the UK are now utilising online means and digital services to both aid teaching and extracurricular activities for pupils and their parents. PPL has therefore created a new licensing scheme to allow all schools in the UK to copy and stream Sound Recordings (recorded music controlled by PPL) as part of their day- to-day curricular and non-curricular activities, provided that such uses are educational and non-commercial and aimed primarily at pupils and teachers and /or parents, carers and relatives of such pupils.

Activities licensed by the PPL Digital Copying and Streaming Licence for Schools

***Use of Sound Recordings within lessons and associated curricular work by teachers and pupils*:**

- Copying of up to 1,000 Sound Recordings per school, to school servers, computers or intranet, provided that those recordings have been purchased legitimately.
- Subsequent copying of Sound Recordings from that database by teachers and pupils in the school for integral use in providing lessons or as part of course work (e.g. for use in projects, class presentations etc.).
- Sharing of Sound Recordings to pupils to use within lessons and associated curricular work through school-controlled learning portals and other online services.

In school events and other similar activities run by the school:

- Copying of Sound Recordings for subsequent use in other school activities and events such as assemblies, school plays, concerts, prize givings or sports activities (e.g. use in gymnastics routines).
- Live streaming and recording of these events / activities, but only to persons with a direct affiliation to the school and its pupils.

School tours/open days:

- Copying of Sound Recordings contained in any performances included as part of the tour/open day.
- Live streaming where the event can be streamed live by potential parents/relatives whilst it is taking place.
- Subsequent copying where the tour/open days are available for download by potential parents/relatives.
- On demand streaming: where potential parents/relatives can stream the tour/open day after the event takes place.

Physical products:

- The provision of physical copies of events containing Sound Recordings such as school plays, end of year concerts on CD/DVD or by digital download, subject to the following conditions:

- Maximum of 1,000 units per school with each unit containing a maximum of 120 minutes of music.
- The copies can be given away or sold to raise funds for school activities or charitable purposes provided that all profits made go entirely to the schools and/or charity.

How much does a PPL Digital Copying and Streaming Licence for Schools cost?

The annual licence fee is calculated according to student numbers across the entire school, including attached nursery and sixth forms and is a per pupil fee of £0.52p and there is no minimum fee.

PRS for Music licences may also be required.

Do you have the correct licences?

The Department for Education (DfE) has agreed and paid for **PPL Digital Copying and Streaming Licence for Schools** and **PPL Public Performance Licences** to cover state-maintained schools in England.

The **PPL Public Performance Licence** covers the non-curricular use of PPL repertoire for public performance in schools.

If you are unsure if you are correctly licensed, please contact CEFM on 01494 836258. If you wish to purchase a **PPL Digital Copying and Streaming Licence for Schools**, please complete the application form available at cefm.co.uk/licensing.

PPL DIGITAL COPYING AND STREAMING LICENCE FOR SCHOOLS

These terms relate to the PPL digital copying and streaming licence for schools (the Licence) supplied to you by Phonographic Performance Limited ("PPL") through its appointed agent Centre for Education & Finance Management ("CEFM")

1. DEFINITIONS AND INTERPRETATION

1.1 In this Licence, the following expressions shall have the following respective meanings:

"Application form"	The form that you have completed and submitted to CEFM to apply for the Licence
"CEFM"	Centre for Education & Finance Management Ltd
"CPI"	Shall mean the official Consumer Price Index figure (expressed as a percentage) for August (as published in September) of the year before the applicable Licence Year commences, as published by the Office for National Statistics in the United Kingdom. In the event that the Consumer Price Index ceases to be published, an alternative official index shall be used that most closely represents the same constituent elements.
"Data Protection Legislation"	Shall mean to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.
"DfE School"	Shall mean a state-maintained school in England (including, but not limited to, free schools, academies and pupil referral units, and any nurseries, pre-schools or playgroups forming part of any school, but, for the avoidance of doubt, excluding sixth form colleges, universities and other institutions of further and higher education).
"DRM"	Shall mean digital rights management technology;
"Friends and Family"	Shall mean the friends and family of the Pupils, Teachers, and Parents/Carers, and those with a direct affiliation to the Licensee School.
"Information"	Shall mean information (including personal data as defined in the Data Protection Legislation) obtained in connection with this Agreement;

"Internet"	Shall mean the electronic communications network that connects computer networks and organisational computer facilities around the world using standardised communication protocols, popularly known as "the internet", whether accessed via the world wide web, mobile, the internet of things or otherwise and regardless of the device or medium of access.
"Lessons and Presentations"	Shall mean a lesson given by a Teacher in the Licensee School as part of the curriculum and/or presentations by Pupils within or associated with lessons (including coursework, projects, class presentations, and the like).
"Licensed Recordings"	Shall mean those Sound Recordings from time to time within the PPL Repertoire.
"Licence Fee"	Shall mean the amount specified in Clause 4.
"Licensed Rights"	The licence set out in Clause 2 below granted to you subject to these terms
"Licence Year"	Shall mean when the Licence is in place, a year from 1 April to the following 31 March.
"Licensee School"	Shall mean a DfE School or an Other School (both as defined above) which is Licensed to use Licensed Recordings under the terms of this Licence.
"Licensee School Website"	Shall mean the website, which has been created by or on behalf of the Licensee School; and is owned and under the sole editorial control or direction of the Licensee School.
"Members"	Shall mean PPL's members from time to time, the list of which is available on PPL's website at www.ppluk.com or, if such service ceases for any reason, a list of which shall be supplied by PPL to the Licensee in writing following receipt of a request from the Licensee.
"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.
"Other School"	Shall mean a school in England, Wales, Scotland or Northern Ireland that is not a DfE School (as defined above).
"Parents/Carers"	Shall mean the parents and/or carers of the Pupils which shall include guardians and those with parental responsibility.

"Permitted Educational Platform"	Shall mean Microsoft Teams, Zoom, SharePoint, Google Meetings, Google Classroom and other educational platforms in respect of DfE Schools as notified to PPL in writing by DfE, or in respect of Other Schools, as agreed in writing between PPL and the Licensee School.
"PPL Repertoire"	Shall mean those Sound Recordings in respect of which PPL owns or controls the rights granted to the Licensee under Clause 2.1.
"Pupils"	Shall mean those pupils of the Licensee School.
"School Database"	Shall mean a database of Licensed Recordings housed on the Licensed School servers, computers and/or intranet in accordance with the terms of this Licence.
"School Event"	Shall mean an activity or event of the Licensee School primarily for Pupils or involving the participation of Pupils that is not a lesson, such as assemblies, school plays, concerts, prize giving and/or sports activities (for example, gymnastic routines) and other similar events;
"School Tour"	Shall mean a tour of or open day at the Licensee School for the purpose of showing the school to prospective Pupils and Parents/Carers.
"Sound Recording"	Shall have the meaning ascribed to it in the Copyright, Designs and Patents Act 1988.
"Streaming"	Shall mean the continuous delivery using Streaming Software via the Internet of audio-visual transmissions (including Licensed Recordings) from the Licensee School Website Service, or Educational Platform, to a user in real-time only (without recourse to any intermediate file copy, other than a transient copy) and without enabling the user to download or otherwise retain a copy of such transmissions, and the noun "**Stream**" and the verb "**to Stream**" shall be construed accordingly.
"Streaming Software"	Shall mean software that enables Streaming to a user in real-time only.
"Teachers"	Shall mean the teachers and teaching assistants of the Licensee School and where applicable those support staff of the Licensee School who may assist with the preparation and/or delivery of Lessons and Presentations, School Events and School Tours.

"Territory"	Shall mean the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, and the Isle of Man.
"Track"	Means an individual Sound Recording within PPL's repertoire
"UK GDPR"	Has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the UK Data Protection Act 2018

1.2 Clause headings in this Licence are for ease of reference only and do not form part of this Licence.

1.3 References to any law, regulation, or statutory provision include references to such law or regulation or provision as modified, codified, or re-enacted from time to time.

1.4 In this Licence, unless the context requires otherwise:

1.4.1 words importing the singular include the plural and vice versa;

1.4.2 words importing one gender include the other genders;

1.4.3 references to a person include reference to an individual, a partnership, a company, a corporation, and any other legal entity;

1.4.4 references to the word "including" do not imply any limitation;

1.4.5 references to months are to calendar months;

1.4.6 references to days are to calendar days;

1.4.7 where applicable, references to years of the Licence Period are calendar years; and

1.4.8 references to the Background are to the section headed "Background" in this Licence, and references to any Clause or Schedule are to the relevant Clause in or schedule to this Licence.

2. GRANT OF RIGHTS

2.1. Subject to the terms and conditions of this Licence and in consideration of the payment of the licence fees set out in Clause 4, PPL (acting by its agent CEFM) grants to the Licensee School a non-exclusive licence during the Licence Period and in the Territory for Teachers and, where applicable, Pupils to:

2.1.1. copy Licensed Recordings from the School Database for the preparation of Lessons and Presentations, School Events, and any performances included in a School Tour; and

2.1.2. make available such Lessons and Presentations for Streaming by Teachers and Pupils on the Licensee School Website and/or a Permitted Educational Platform provided

always that;

(a) the purpose of such Streaming of Lessons and Presentations by Teachers and Pupils is either for the preparation of lessons or as part of a lesson or lessons given by a Teacher in a classroom setting or via remote learning;

(b) such Streams are presented as being of such Lessons and Presentations rather than Licensed Recordings;

(c) such Streams from the Licensee School Website are directed towards Pupils, Teachers, Parents/Carers and Friends and Family and not the general public;

(d) the Licensee shall ensure that all Streams of Lessons and Presentations made available via a Permitted Educational Platform are:

(i) accessible only by Teachers, Pupils and their Parents/Carers; and

(ii) protected by DRM and encryption software that is designed to prevent the unauthorised copying of any part (or all) of such Lessons and Presentations; and

2.1.3. make available recordings of such School Events for Streaming by Teachers, Pupils, Parents/Carers and Friends and Family from the Licensee School Website free of charge or for sale, to Pupils, Teachers, Parents/Carers and Friends and Family provided always that:

(a) any profit or benefit from such activities shall go entirely to the Licensee School, or to a recognised charitable cause supported by the Licensee School at the particular School Event;

(b) such Streams are presented as being of such School Events rather than Licensed Recordings;

(c) such Streams are directed towards Pupils, Teachers, Parents/Carers and Friends and Family and not the general public

(d) such Streams are protected by DRM and encryption software that is designed to prevent the unauthorised copying of any part (or all) of such Lessons and Presentations; and

2.1.4. make available recordings of School Tours for Streaming from the Licensee School Website by prospective Pupils and prospective Parents/Carers provided always that such Streams are presented as being of such School Tours rather than Licensed Recordings, and such Streams are directed towards prospective Pupils and Parents/Carers and not the general public; and

2.1.5. copy School Events onto CD/DVD to a maximum total of 1,000 units across all Events in a Licence Year and each unit must contain no more than 120 minutes of Licensed Recordings, such CDs/DVDs to be given free of charge or for sale to Pupils, Teachers, Parents/Carers and Friends and Family provided that any profit or benefit from such activities shall go entirely to the Licensee School, or to a recognised charitable cause supported by the Licensee School at the particular School Event; and

2.1.6. copy and retain up to 1,000 legitimately purchased Tracks onto the School Database and to allow Teachers and Pupils access to the School Database to the extent necessary to exercise the rights granted under Clause 2.1.1 to Clause 2.1.5 inclusive. For the avoidance of doubt, if the Licence expires and is not immediately renewed, any Licensed Recordings on the School Database must be immediately deleted.

2.2. No rights are granted to the Licensee in this Agreement in respect of the public performance of Licensed Recordings (whether in the Territory or elsewhere) and the Licensee shall not grant the right or otherwise authorise a user of the Licensee School Website to publicly perform Licensed Recordings included in any Lessons and Presentations and any School Event.

2.3. The Licensee is not permitted to create or maintain a digital database of Licensed Recordings other than the School Database and for the sole purpose of making available the Lessons and Presentations, School Events and School Tours in accordance with the terms of this Licence.

2.4. Unless otherwise stated in this Licence, the following types of transmissions are excluded from the scope of this Licence:

2.4.1. the making available of digital files for downloading, whether on a temporary or permanent basis;

2.4.2. all transmissions made via closed mobile telephone networks.

2.5. All rights in the Licensed Recordings not hereby specifically granted to the Licensee are reserved to PPL which may exercise such rights as it thinks fit.

2.6. PPL shall not be liable for any claims arising out of the use of Licensed Recordings by the Licensee that may be made by the owners of the copyright in any literary, dramatic, or musical works embodied in Licensed Recordings. The Licensee hereby acknowledges that this Licence does not convey or imply the grant of any such rights.

2.7. No rights in respect of the use of Sound Recordings as incorporated into the soundtrack of a feature film originally produced for theatrical release are granted under this Licence, save that the use of sound recordings from feature film soundtracks independently from synchronisation within the applicable feature film itself shall be permitted, provided always that such sound recordings are included within the PPL Repertoire and are used in accordance with the terms of this Licence.

3. RESTRICTIONS ON EXERCISE OF RIGHTS

3.1. At all times when exercising any of its rights under Clause 2, the Licensee agrees to comply in full with the restrictions set out in Clause 3.3, except where (and solely to the extent, if any, that) PPL at its absolute discretion gives its prior written consent to the contrary.

3.2. In this Clause 3:

3.2.1. references to the "Relevant Member" shall be to the Member(s) through which PPL controls the relevant Licensed Recording(s); and

3.2.2. references to a "Licensed Recording" shall be to the whole or any part of such Licensed Recording.

3.3. The Licensee shall not (and shall not authorise any third party to) do any of the following:

3.3.1. without the prior written consent of PPL, use any Licensed Recordings owned or controlled by The Walt Disney Company Limited or associated with characters of the Walt Disney Company Limited;

3.3.2. use any Licensed Recording in any areas or buildings open to individuals not directly affiliated with the Licensee School and/or which are operated on a commercial basis;

3.3.3. use any Licensed Recording at events or in facilities run by a party other than the Licensee School, or where any profit or benefit does not go entirely to the Licensee School or a charitable cause supported by the Licensee School at that specific event;

3.3.4. use any Licensed Recording on social media platforms (including but not limited to X, Facebook, Instagram);

3.3.5. use any Licensed Recording on third party platforms, including Educational Platforms, except as expressly permitted under the Licence;

3.3.6. use any Licensed Recording in commercial of other activities that could not reasonably be considered within the normal activities of a school;

3.3.7. provide on-demand content in exchange for payment, except as expressly permitted by the Licence;

3.3.8. creation, streaming and dissemination of playlists featuring any Licensed Recording;

3.3.9. use of any Licensed Recording on a school radio service, whether hard wired or online;

3.3.10. use of any Licensed Recordings that would fall under a licence from the Educational Recording Agency (which provides a licence to schools for the use of TV and Radio Broadcasts for teaching);

3.3.11. use any Licensed Recording in a form in which the performance of an artist or group of artists featured in such Licensed Recording is distorted, mutilated, or otherwise modified so as to be prejudicial to the artist or group of artists concerned and/or to the Relevant Member;

3.3.12. without the prior written consent of PPL, use any Licensed Recording in a context which the Licensee ought reasonably to consider as likely to be perceived as detrimental and/or unfavourable to the artist and/or group of artists (or any of them) featured in such Licensed Recording and/or to the Relevant Member(s) in question;

3.3.13. edit, mix, remix, adapt, change, or otherwise manipulate any Licensed Recording so that the sounds are different from those on the original Sound Recording provided that the Licensee shall be entitled to:

(a) make such technical enhancements as it reasonably considers are required to make the sound quality of the Licensed Recording of an acceptable standard for use according to this Licence; and

(b) use less than the full length of a Licensed Recording;

3.3.14. make any copy of any Licensed Recording except as required or permitted by law, or as authorised under this Licence;

3.3.15. commit any act which deliberately encourages home recording or storage of Licensed Recordings other than as permitted by law;

3.3.16. use any Licensed Recording in such a way that such Licensed Recording, and/or any performer whose performance is contained on such Licensed Recording) and/or the Relevant Member is associated with or gives any express or implied endorsement to:

(a) any third party products, services, advertisers or sponsors, or

(b) the Licensee School, or

(c) Licensee School Website;

3.3.17. use any Licensed Recording as an introduction to, or during, advertising, unless advertising that Licensed Recording;

3.3.18. use any Licensed Recording for promotional spots for events or products;

3.3.19. use any Licensed Recording as an identity signal for the School Licensee Website;

3.3.20. use any Licensed Recording as a trade mark;

3.3.21. publish information indicating (or otherwise provide advance notice of) the actual or likely time at which specific Licensed Recordings may be included on the Licensee School Website.

4. CONSIDERATION

4.1. In consideration of the rights granted to the Licensee in this Licence in respect of the inclusion of Licensed Recording as part of Programmes on the Licensee Website during the Licence Period, the licence fees shall be paid to PPL's agent, CEFM, in accordance with:

4.1.1. in respect of DfE Schools, the fees agreed and in the manner agreed between DfE and PPL; and

4.1.2. in respect of Other Schools, the licence fees set out on the CEFM website under section https://cefm.co.uk/licensing/

in each case, the licence fee shall be paid by the DFE and/or the Licensee School (as the case may be) to CEFM within 30 days of receipt of a valid invoice from CEFM. The licence fees payable under Clause 4.1 are exclusive of Value Added Tax or any similar tax that shall be paid by the Licensee in addition to and along with the applicable licence fee.

4.2. Any sum not paid on its due date for payment shall bear interest (both before and after any judgment) on the outstanding sum, which shall accrue on a daily basis at a rate of 4% (four per cent) above the base lending rate from time to time of Bank of England calculated from the date payment was due until the date payment is made in full.

5. REPORTING

5.1. The Licensee shall on request of CEFM and/or PPL, provide detailed music usage and consumption data on a sample/survey basis. Such information may form part of PPL's bi-annual schools survey.

6. TERM AND TERMINATION

6.1. The Licence will start on the Licence Start Date (as set out by CEFM) and will expire at the end of the Licence Year.

6.2. PPL (or CEFM acting as PPL's agent) may terminate this Agreement immediately by written notice to the Licensee School if the Licensee School commits a material breach of any term of this Agreement which cannot be fixed or, if it can be fixed, the Licensee School does not fix the breach within fourteen days of being notified in writing to do so.

6.3. On termination of this Agreement, all rights granted to the Licensee under this Agreement shall cease immediately without prejudice to the continuing obligations of the Licensee under this Agreement relating to matters prior to such termination and without prejudice to PPL's rights in relation thereto.

6.4. The provisions of Clauses 6.2 shall be without prejudice to the other rights and remedies of each party in relation to any breach by the other party of the provisions of this Agreement.

7. AMENDMENTS

PPL may from time to time vary the terms and conditions of this Agreement by giving notice to Licensee Schools through its agent, CEFM, such variation to take effect not less than 28 days after the date of the notice.

8. NOTICES

8.1. Any notice or other communication given under this Licence shall be in writing and in English and signed by or on behalf of the party giving it and, subject to the specific rules for notice of termination set out in Clause 6.2 shall be served:

For the Licensee School:	personally, or by post at any address, or by email (the total size of such emails including any attachments not to be more than 10MB) to any contact email address, that the Licensee School has provided in connection with this Agreement
For CEFM (as PPL's agent):	personally, or by registered post at CEFM's registered office, or by email (the total size of such emails including any attachments not to be more than 10MB) using the contact details for written electronic communications provided by CEFM

8.2. Any notice or other communication shall be deemed to have been received:

(a) if hand-delivered or sent by prepaid first class recorded or registered post, at the time of delivery;

(b) if by first class post (other than by prepaid recorded or registered post), 3 (three) days from the date of posting;

(c) if sent by email, on the day of transmission, save that in the event that the sending party receives either a notification that an email has not been successfully delivered or an 'out of office' return email, such notice or communication shall be deemed not to have been received by the receiving party and the sending party shall use another means of giving such notice or communication in accordance with this Clause 8,

provided that if deemed receipt occurs before 9 a.m. on a Working Day the notice shall be deemed to have been received at 9 a.m. on that day, and if deemed receipt occurs after 5 p.m. on a Working Day, or on any day which is not a Working Day, the notice shall be deemed to have been received at 9 a.m. on the next Working Day.

8.3. This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9. DATA PROTECTION

9.1. This clause 9 explains how CEFM and/or PPL may process Information relating to the Licensee School (and possibly to other individuals associated with the Licensee School, such as its employees) that CEFM obtains in relation to this Agreement. To view CEFM's full privacy notice, which contains more details about how it may process Information, please visit www.cefm.co.uk

9.2. For the purpose of the Data Protection Legislation, CEFM is the controller of personal data contained in the Information and may be contacted at info@cefm.co.uk

9.3. CEFM may collect Information relating to the Licensee School or other individuals in connection with this Licence, or when the Licensee School or they contact CEFM (whether by post, email or by telephone). That Information may include an individual's name, contact details (for example, a postal or email address and/or telephone number) and/or payment information (for example a record of whether payment was made by direct bank transfer, or by credit/debit card).

9.4. CEFM may use the Information for the purposes of: (a) issuing and administering copyright licences; (b) enforcing CEFM's rights (and the rights of PPL and its members), including establishing whether further copyright licences are required to be held and related administration and/or enforcement activities; (c) administering the Licensee School's and PPL's relationships with CEFM including, for example, this Licence, any future agreements, licensing matters and enquiries; and (d) research and analysis including use of CEFM's and/or PPL's services, enforcement and analysis of the types of organisations and entities that hold or should potentially hold relevant copyright licences.

9.5. CEFM may provide the Information to: (a) PPL, subcontractors and/or agents appointed in connection with the matters set out in 9.4(a) to (d) above; and (b) law enforcement or regulatory bodies from time to time in relation to any intended or potential action for breach of copyright or otherwise where We are under a legal obligation to disclose such Information.

9.6. CEFM only collect Information for the specific purposes set out at clause 9.4 and the purposes set out in CEFM's privacy notice. For the purpose of the Data Protection Legislation, the legal bases on which CEFM processes Information are that the processing is necessary (a) for the performance of this Licence, or (b) for the purpose of CEFM's legitimate interest in administering copyright licensing, including facilitating the obtaining and maintaining of a valid copyright licence, or as stated in Our privacy notice. We will only retain Information for as long as is necessary to fulfil these purposes, and for legal and regulatory compliance.

10. ASSIGNMENT

This Licence is personal to the Licensee School. The Licensee School may not assign, sub-license or otherwise transfer or dispose of any of its rights or obligations under this Licence without the prior written consent of the CEFM, the giving of which will be at CEFM's absolute discretion.

11. WAIVER

11.1. No delay or omission in exercising any right or remedy under this Licence shall operate as a waiver of such right or remedy or of any other rights or remedies.

11.2. No single or partial exercise of any right or remedy under this Licence shall preclude any other or further exercise of such right or remedy or the exercise of any other rights or remedies.

11.3. No waiver shall be binding or effective for any purpose unless made in writing, stated to be a waiver, and signed by the party giving it. Any such waiver shall in any event only apply to the specific events, and to the express extent, stated in such waiver.

12. NO PARTNERSHIP

Nothing in this Licence shall create a partnership or establish a relationship of principal and agent or any other fiduciary relationship between CEFM or PPL on the one hand and the Licensee School or DfE on the other.

13. ENTIRE AGREEMENT

This Licence constitutes the entire agreement between the parties hereto in respect of its subject matter superseding any previous agreement in respect of the same subject matter.

14. THIRD-PARTY RIGHTS

Without prejudice to any rights of PPL, a person who is not a party to this Licence has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Licence, but this does not affect any right or remedy of a third party which exists or is available apart from under such Act.

15. SEVERANCE

If any provisions of this Licence shall be determined by any court or other tribunal of competent jurisdiction to be illegal, void, or unenforceable, all other provisions (and also, where part of a provision is defective, the remainder of that provision) of this Licence shall nevertheless continue in full force and effect.

16. CONFIDENTIALITY

16.1. Terms, conditions and general provisions of this Licence, any agreements or arrangements entered pursuant to it, and any correspondence, information, or data provided by the parties to each other both prior to entering into this Licence and during the Licence Period shall be held in confidence by both parties and may only be disclosed to the parties' external advisers, as required by law or subject to a written agreement between the parties, or in the case of PPL where it is reasonably necessary for PPL to (i) disclose the same to a Member in order to properly account to such Member for the monies paid to it in respect of this Licence and/or (ii) obtain the relevant mandate from a member for the purposes of this Licence.

16.2. The provisions of Clause 16.1 shall not apply to any information which: (i) is or becomes public knowledge other than by breach of this Clause 16; (ii) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; (iii) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or (iv) is independently developed without access to any confidential information belonging to the other.

17. LAW AND JURISDICTION

This Licence shall be construed and interpreted in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts in all matters concerning the same.

Centre for Education & Finance Management
Personnel • Finance • Consultancy

And

PPL Digital Copying and Streaming Licence for Schools Licence application form

Section 1

School	
Address	
Telephone	
Email	
Contact Name	
Position	

Section 2

I wish to apply for an annual PPL Digital Copying and Streaming Licence for Schools for the above premises and declare that, to the best of my knowledge, the information provided on this application form is accurate.			
Number of full-time equivalent pupils as stated on the school's most recent census:			
Signed		Date	
Print Name		Position	

When completed please return this form to:

PPL Department

CEFM

M1A Mosquito Studios

De Havilland Court

Penn Street

Amersham

HP7 0PX

Or scan and email to: ppldigital@cefm.co.uk

On receipt of your application form, CEFM will raise an invoice for the licence year 2026/2027 starting on the 1st April 2026.