



Amateur Choirs Licence (the “Licence”) - Non-Precedential

PRINTED MUSIC LICENSING LIMITED (“PMLL”) of 2nd 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 licence to amateur choirs on behalf of certain of its members for the copying of printed music for use by choir members.

This Licence, comprised of the Licence Terms, Special Terms and Standard Terms, sets out the basis upon which PMLL licenses you (the “**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 Licence 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. FAQs can be found at <https://www.pml.org.uk/licence-information/amateur-choirs-licence/>.

Licence Terms

Name of Choir		Legal status of Choir (e.g. unincorporated association / charity / limited company)	
Address of Choir		Name of contact for Choir (“ Choir Principal ”)	
Number of Choir Members		Telephone number of Choir Principal	
Licence taken and Fee Payable	Choir to insert details For example: Up to 5 Licensed Works at the Fee set out in the relevant Invoice as generated by the PMLL Portal		
Email address of Choir (and Choir Principal, if different)			
Choir website URL (if applicable)			

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:

Amateur Choir	A group of singers whose main purpose is to learn and perform songs for recreational purposes, where Choir Members are not paid to perform (although they may be reimbursed for travel and sustenance expenses).
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Arrangement	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.
Authorised Permitted Arrangement	Significant changes to any Licensed Work that have been authorised pursuant to the procedure set out in Clause 1.3 of the Standard Terms.
Choir Activities	a) Rehearsals, workshops and private singing performances of the Choir; and b) Notified Performances (subject to adherence to clause 2.10 of the Standard Terms and Conditions)
Choir Member	A member of a Choir who takes part in Choir Activities using the Licensed Works.
Choir Principal	The person who leads the choir and is generally responsible for the musical repertoire, and for the purposes of this Licence is responsible for the making each Licensed Copy.
Commencement Date	The date of the Licence automatically generated by PMLL via the PMLL Portal and notified to the Choir by email.
Compilation	A Source Copy containing multiple Licensed Works (e.g. Christmas Carols compilations).
Copy	A photocopy or copy made via an equivalent print copying process. For the avoidance of doubt, the Choir does not have the right to copy any of the Licensed Works via the streaming or downloading of music to a digital device.
Data	The usage data to be provided by the Choir to PMLL in accordance with clause 4 of the Standard Terms in the form set out in the attached Appendix.
Excluded Works	(a) The musical works and/or lyrics listed as being excluded from this Licence as shown on PMLL's website (https://www.pml.org.uk/guidance/amateur-choir-licence-exclusion-list/) as amended from time to time; and (b) All Larger Works.
Fee	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 payable by the Choir within 30 days of the Commencement Date.
Larger Work(s)	Any individual Licensed Work for which the original printed edition in which it is included is more than sixteen (16) pages in length.
Licensed Copy/ies	A Copy of a Licensed Work Copied from the Source Copy (in physical or pdf form) and made by the Choir Principal in accordance with the Standard Terms
Licensed Works	The musical works and/or lyrics available for copying under this Licence as notified to the Choir by PMLL, details found by accessing the following link https://www.pml.org.uk/guidance/amateur-choir-trial-licence-publisher-list/ , but, for the avoidance of doubt, excluding any and all Excluded Works.
Maximum Number of Licensed Copies	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.

Maximum Number of Licensed Works	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. 5 Licensed Works where the £2.50 per Choir Member fee has been paid).
Multi-movement Work	A musical work comprised of multiple movements or songs (e.g. Oratorios). For the purposes of this Licence, such movements or songs are classified as separate Licensed Works.
Notified Performances	Performances by the Choir using Licensed Copies that are notified by the Choir to PMLL in accordance with Clause 4 of the Standard Terms.
PMLL Portal	The online Portal where licences are granted by PMLL to the Choir via online form, found at https://hub.pml.org.uk/ .
Publisher	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.
Source Copy	A printed music publication or printed lyric and/or notation publication (excluding any printed lyric and/or notation publication comprising of works that were originally published as poems) properly purchased from a legitimate source for use by the Choir, from which Licensed Copies are made.
Term	12 months from the relevant Commencement Date
Territory	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man
Validation Stickers	Stickers which may be produced by PMLL to be used by Choirs for the purposes of confirming that a copy of a Licensed Work is a Licensed Copy.

Signed on behalf of Choir by Choir Principal:

Signature	
Name (block capitals please)	
Date	

Standard Terms

1 Licence

1.1 Subject to the Licence Terms, Special Terms and the Standard Terms, including, without limitation, 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 rights set out in the Licence Terms, throughout the Territory during the Term, to:

- a) make and distribute (or permit the distribution of) the agreed number of Copies of the Licensed Works (up to the Maximum Number of Licensed Copies) to Choir Members; and/or
- b) to make Authorised Permitted Arrangements

solely for use as part of the Choir Activities.

1.2 The Choir may make minor changes to a Licensed Work (e.g. a change of key) solely for the purposes of accommodating the numbers and types of voices of Choir Members (but where such minor changes do not parody or change the character of the Licensed Work) provided that the Choir agrees not to use and destroy all copies of such arrangement on written request from any Publisher. For the avoidance of doubt, the Choir is not permitted to make any changes to the lyrics or other text of any Licensed Work.

- 1.3 The Choir is not permitted to make more significant changes to any Licensed Work unless those changes constitute an Authorised Permitted Arrangement. 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 Licence. 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.
- 1.4 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 Licence, in accordance with the instructions provided by PMLL.
- 1.5 The Choir will ensure that the following annotations are included on Licensed Copies:
 - a) all Licensed Copies made by the Choir under this Licence will include the following annotation: "*Copy made under PMLL Licence for use by [name of Choir and post code]*"; and
 - b) any Licensed Copies that also constitute Authorised Permitted Arrangements will include an annotation stating the title of the musical work, the name of the composer, the name of the author of any associated lyrics or other text, the name of the publisher(s), the name of the arranger.

2 Limitations and Exclusions

- 2.1 Licensed Copies may be made solely upon the terms and conditions set out in this Licence by the Choir Principal for use solely within Choir Activities.
- 2.2 The Choir is permitted to make Licensed Copies of one or more separate Licensed Works that reside within a Compilation or Multi-movement Work during the Term in accordance with the type of licence purchased and the Fee paid, however, for the avoidance of doubt, the Choir is not permitted to make Copies of Larger Works under any circumstances.
- 2.3 Neither the Choir, nor any Choir Member nor any other person shall acquire or seek to assert 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 or such other party as the Publisher directs, for the benefit of the underlying author/composer.
- 2.4 The Choir warrants that:
 - a) it has properly purchased at least one original Source Copy of each Licensed Work that it wishes to Copy in accordance with this Licence; and
 - b) it will limit the number of Licensed Copies issued to one Licensed Copy for each Choir Member.
- 2.5 For the avoidance of doubt, the Excluded Works are wholly excluded from the scope of this Licence and the Choir is not permitted to Copy any of the Excluded Works at any time.
- 2.6 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.
- 2.7 Licensed Copies may be used only by Choir Members as part of Choir Activities and not for anyone's private purposes, including any Choir Members.
- 2.8 Neither the Choir nor any Choir Member may lend, sell, or hire out any Licensed Copies.

- 2.9 All Licensed Copies must be destroyed within three months of the end of the Term, or of any extension of the Term properly made in accordance with clause 3.2 and 3.3. Any subsequent use of Licensed Copies in further years will count towards calculation of the Fee for such period(s) and must be reported as a new Licensed Copy.
- 2.10 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 PMLL standard terms and conditions of payment as printed on the relevant invoice. No rights are granted to the Choir until the Fee has been received by PMLL.
- 3.2 The Choir is not permitted to use any Licensed Copies at the end of the Term and must destroy all Licensed Copies unless they purchase a further Licence for an additional 12-month period. However, where the Choir wishes to re-use Licensed Copies made at any point in the first 12 months after the expiry of the first Licence, the new Licence it purchases (once the fees have been paid via the PMLL Portal) will be updated to reflect that the Choir may re-use the Licensed Copies it has already licensed for a further maximum 12 months and make copies of additional Licensed Works, as long as the copies of additional Licensed Works up to the value of the Licence fee has been paid. PMLL reserves the right to refuse to grant a new Licence to any Choir that it reasonably considers to have been in breach of its Licence during the preceding Term; and
- 3.3 The Choir is only permitted to exercise the rights in clause 3.2 to re-use Licensed Copies already made for a maximum total Licence period of twenty four (24) months from the date of the first purchased Licence (being, 2 x 12 month terms). If a Choir wishes to use a Licensed Work after twenty four (24) months, they must [destroy the current Licensed Copies and] purchase a new Licence, pay the relevant Fee and report each copy made as a new Licensed Copy.
- 3.4 PMLL reserves the right to charge interest on any late payment of the Fee 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 Licence for material breach in accordance with clause 6 or to suspend this Licence by email notification to the Choir at the email address provided at the head of this Licence 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:
- a) as required by a court or other authority of competent jurisdiction; or
 - b) in aggregated form from which the identity of the Choir cannot directly be ascertained; or
 - c) 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 Licence and if the Choir has complied with all of the terms and conditions of this Licence 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 Licence 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:
- a) suspend this Licence until PMLL is satisfied such breaches will not recur, in which event it will notify the Choir in writing that the Licence has recommenced (and any such period of suspension shall not extend the Term); and/or
 - b) terminate this Licence, 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 Licence or such alternative email address as the Choir may notify PMLL in writing.

7 Miscellaneous

- 7.1 This Licence 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.

Appendix

Usage Data Form