

**Music Education Printed Music Licence  
Standard Terms**

Name of Licensee			
Address of Licensee		Name of Licensee contact	
		Telephone number of Licensee contact	
		Email address of Licensee contact	

Signed on behalf of PMLL:

Signature	
Name	
Date	

Signed on behalf of Licensee:

Signature	
Name of authorised signatory	
Date	

## **1. SCOPE**

This Agreement records the standard terms and conditions on which PMLL grants rights to Music Services in the Territory. Capitalised terms shall have the meanings set out in Appendix 1.

## **2. GRANT OF RIGHTS**

Subject to the terms and conditions set out in this Agreement, including the limitations and exclusions set out in Clause 4 below, and in consideration of and subject to the payment of the Licence Fee, the Licensee is granted the following non-exclusive rights, exercisable during the Term in the Territory:

- a) to make or permit the making of Licensed Copies on the Music Service Premises or via the Secure Network;
- b) to make or permit the making of Arrangements of Musical Works;
- c) to distribute and to permit the distribution of Licensed Copies to Pupils;

solely for use within Area Activities.

## **3. PAYMENT AND LICENSEE OBLIGATIONS**

### **3.1 Payment**

The Licence Fee, together with VAT thereon, is payable within 30 days of receipt of an invoice from PMLL or its authorised billing agent. PMLL reserves the right to charge interest on any late payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

### **3.2 Credit**

All Licensed Copies made under this Agreement must be annotated as follows:

“Copy made on dd/mm/yyyy [date to be added] under PMLL Licence for use by [name of Licensee]”

All Arrangements made under this Agreement must be annotated with the title of the Musical Work, the name of the composer of the Musical Work, the name of the author of any associated lyrics, the name of the publisher (if known), the name of the arranger, and a note as follows:

“Arrangement made under PMLL Licence for use by [name of Licensee]”

## **4. LIMITATIONS AND EXCLUSIONS**

- 4.1 Licensed Copies and Arrangements may be made solely for the uses authorised and upon the terms and conditions set out in this Agreement by Staff for use solely

within Area Activities. For the avoidance of doubt, Licensed Copies and arrangements may not be made by Pupils or any other persons.

- 4.2 The making of Licensed Copies shall not directly or indirectly substitute for the purchase of Printed Music Publications or for the commissioning, reproduction, hire or any other use of Printed Music Publications or underlying Musical Works or part thereof. At least one original Source Copy of the Printed Music Publication must be owned by the Licensee or by the individual member of Staff. For the avoidance of doubt this Agreement does not permit the copying of Printed Music Publications made available on hire or borrowed from a library, other than a library owned by the Licensee.
- 4.3 The Licensee must limit the number of Licensed Copies to one Licensed Copy for each Pupil in the Area Activity for which those Licensed Copies are intended.
- 4.4 The Licensee must comply with PMLL's reasonable reporting instructions in connection with its creation of Licensed Copies, the purpose of which is to inform the accurate re-distribution of licence fees to rightsholders, including music publishers and composers.
- 4.5 The Licensee must not make copies of more than ten per cent (by number of items) of the individual pieces of music in a published Anthology or multi-movement vocal score or not more than ten per cent (by the number of pages) of any Workbook. If there are fewer than ten individual pieces of music in an Anthology or multi-movement vocal score the Licensee may only make copies of one of them.
- 4.6 Licensed Copies may be used only by Staff and Pupils as part of Area Activities and not for the commercial purposes of the licensee or for the private purposes of Staff or Pupils or anyone else. Licensed Copies are permitted to be used in relation to performance events for which entrance fees or monetary collections are taken provided such fees or collections are used entirely as a contribution towards the running costs of the Licensee. Private Individual Vocal or Individual Instrumental Teaching that is separate from the Area Activities is excluded.
- 4.7 For the avoidance of doubt Excluded Printed Music Publications are wholly excluded from the scope of this Agreement and the rights granted under this Agreement may not be exercised in respect of those. A list of Excluded Printed Music Publications is provided on PMLL's website.
- 4.8 Arrangements made under this Agreement are authorised subject to the following specific terms and conditions:
  - 4.8.1 Arrangements must be made for primarily practical reasons, such as a change of instrumentation or key, to make the Musical Work performable by the Licensee's instrumental or vocal resources;
  - 4.8.2 Arrangements should not change the character of the Musical Work, and must not parody the Musical Work or treat the Musical Work in a derogatory way;
  - 4.8.3 Arrangements may only be used by the Licensee. They may not be passed on to other Music Services or other persons;
  - 4.8.4 Ownership of any Arrangement made under this Agreement is automatically assigned to the owner of the Musical Work arranged,

and, on request, the Licensee must provide to the owner of the Musical Work, in a form prescribed by them, a written assignment of all the rights in any such Arrangement.

- 4.8.5 The Licensee will immediately cease using and will destroy all copies of any Arrangement which PMLL notifies the Licensee in writing has been objected to by the relevant author or composer or publisher.
  - 4.8.6 Arrangements must include prominently at the top of the first page an appropriate copyright notice in respect of the Musical Work of which it is an Arrangement and the name of the arranger.
  - 4.8.7 The Licensee must not adapt or otherwise change any lyrics.
  - 4.8.8 The Licensee must submit an electronic file of the full score of the Arrangement by email to [info@mpagroup.com](mailto:info@mpagroup.com) or via such other method as PMLL shall notify them, with the subject reference "PMLL Licensee Arrangement".
- 4.9 The Licensee must not lend, sell or hire out Licensed Copies;
- 4.10 Licensed Copies made and/or stored digitally whether by scanner or by entry into music notation software or by any other means must only be made available to Staff and Pupils permitted by the Licensee to have access to the Secure Network and the Licensee shall: (i) delete such Licensed Copies at the end of the Term; or (ii) if the Licensee wishes to re-use copies pursuant to a subsequent licence with PMLL, treat such Licensed Copies as new Licensed Copies for the purposes of such subsequent licence.
  - 4.11 Paper Licensed Copies made during the Term must either be archived at the end of the Term or, if used again pursuant to a subsequent licence with PMLL, be treated as new Licensed Copies for the purposes of such subsequent licence.
  - 4.12 The copying of hymns and worship songs used in collective worship and included in licences issued by Christian Copyright Licensing International under their School Collective Worship Licences is excluded from this Licence.
  - 4.13 The Agreement does not apply to any book, journal, magazine or other printed or digital publication unless the publication consists primarily of Printed Music Publications.
  - 4.14 The Agreement does not apply to and specifically excludes photographs, illustrations or other visual artworks contained in a Printed Music Publication.
  - 4.15 While Licensed Copies may be used to assist performers when they perform as part of Area Activities within the scope of this Agreement, it does not authorise the general public performance right, broadcast right, making available right or recording of any music (including putting recordings on any website) for which the Licensee must ensure that it has the appropriate licences in place before undertaking any of these activities.
  - 4.16 The grant of the licence in clause 2 is subject to the Licensee being a Music Service, and the Licensee hereby represents and warrants that it is a Music Service.

- 4.17 This licences granted hereunder apply to Musical Works only to the extent that the relevant copyright is controlled, from time to time, by PMLL including pursuant to its agreements with Members (as defined below). If one or more of those who own or control the copyright in a relevant Musical Work is not PMLL, the grant of rights hereunder shall apply to such interest in the Musical Work as is owned or controlled by PMLL. For the purpose of this Agreement, "Member" means each person, firm or company who or which, from time to time, has appointed PMLL as agent or licensee in respect of the reproduction and other exploitation of printed music either before or during the Term, provided that a member who has so appointed PMLL after the commencement of the Term shall only be regarded as a member for the purposes of this Agreement with effect from the date on which the Member so appointed PMLL.

## **5. LICENCE MANAGEMENT**

- 5.1 Any notice required by this Agreement shall, unless otherwise specified, be in writing and sent by first class post, in the case of the Licensee to the address shown at the top of this Agreement (or any address notified by the Licensee to PMLL), and in the case of PMLL to Printed Music Licensing Limited, 3<sup>rd</sup> Floor, 107 Gray's Inn Road, London, England WC1X 8TZ and shall be deemed to have been served on the second working day (which shall exclude weekends and English public holidays) following the date of posting.
- 5.2 This Agreement is personal to the Licensee, relates only to the Licensee named in this Agreement, and cannot be assigned.
- 5.3 This Agreement shall be governed under English law and the parties submit to the exclusive jurisdiction of the English courts.
- 5.4. The parties agree that the terms of this Agreement are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.
- 5.5 Given reasonable notice, the Licensee will allow PMLL to enter the Licensee's premises to review the implementation of this Agreement by the Licensee and its compliance with its terms and to inspect the procedures the Licensee uses when applying this Agreement.
- 5.6 The Licensee will explain the terms of this Agreement to its Staff, particularly those with responsibility for reprographic equipment, and will require them to comply with those terms.
- 5.7 The Licensee will allocate a member of Staff as a co-ordinator to liaise with PMLL in connection with the administration and implementation of this Agreement.

## **6. DATA COLLECTION**

- 6.1 The Licensee shall, no later than by the beginning of the following school term, submit Data to PMLL in respect of its activities within the preceding school term. Such Data shall be submitted via PMLL's portal.
- 6.2 If the Licensee does not send Data reports to PMLL in accordance with clause 6.1, PMLL reserves the right to terminate this Agreement for material breach in accordance with clause 8 or to suspend this Agreement by email notification to the

Licensee 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.

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

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

6.3.2 in aggregated form from which the identity of the Licensee cannot directly be identified; or

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

6.4 Any survey or record-keeping exercise must include all Licensed Copies.

## **7. INDEMNITY**

7.1 If the Licensee receives in writing a claim from a rights owner that the Licensee has infringed copyright in any Printed Music Publication or typographical arrangement by producing Licensed Copies thereof or Arrangements of the underlying Musical Work and if the Licensee has complied with all of the terms and conditions of this Agreement, and has notified PMLL in writing within 10 days of receiving the claim or, in the case of a Claim Form within 5 days of receipt, 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.

7.2 Provided that PMLL has been permitted to take over all negotiations and/or responsibility for defending such claim in accordance with clause 7.1 above unimpeded by the Licensee, PMLL will indemnify the Licensee in respect of all reasonable legal costs and expenses approved by PMLL prior to being incurred and damages awarded against the Licensee to the extent of an award of a court of competent jurisdiction or a settlement entered into with the prior written approval of PMLL.

7.3 In dealing with such a claim the Licensee 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.

7.4 PMLL's liability in relation to this clause shall be limited to the Licence Fee paid by the Licensee in the preceding three years.

## **8. CANCELLATION AND BREACH**

8.1 Should the Licensee commit any material breach of any of the terms and conditions of this Agreement 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 either terminate or suspend the terms of the Licence until PMLL (as applicable) shall be satisfied such breaches will not recur.

- 8.2 The Licensee must cease making new Licensed Copies and Arrangements at the end of the Term and must destroy all Licensed Copies and Arrangements made under this Agreement, including the permanent deletion from storage devices of all digital copies, within 14 days thereafter. In the event that this Agreement is cancelled by PMLL pursuant to clause 8.1 all Licensed Copies or Arrangements made under this Agreement must be destroyed and deleted from storage devices immediately.

## Appendix 1 – Definitions

Anthology	A printed collection of Musical Works, usually by several composers, selected from a particular repertory
Area Activities	Activities carried out by a Music Service including Individual Vocal or Individual Instrumental Music Teaching over and above the Collective Educational Provision of the school or schools on whose behalf it is being provided but strictly limited to educational non-commercial activities.
Arrangement	An arrangement (as defined by the Copyright Designs and Patents Act 1988 (as amended)) of a Musical Work made for performance by a particular combination of instruments and/or voices and expressed in graphic form such as a score or a set of parts. The score or set of parts may be handwritten or entered into a music notation software programme (such as Sibelius or Finale) or a Digital Audio Workstation (such as Logic or Cubase)
Choral Leaflet	Published editions containing one or more Musical Works composed for choral vocal parts, with or without accompaniment.
Claim Form	A formal notification of a legal claim issued by a court of competent jurisdiction or other statutory body
Collective Educational Provision	The overall set of services and facilities provided for or on behalf of one or more schools licensed under the PMLL Schools Printed Music Licence, for the sole purpose of educating and qualifying its pupils
Data	The usage data required to be provided by Licensee to PMLL in accordance with the Agreement and in the form provided by PMLL.
Excluded Printed Music Publication	Any Printed Music Publication listed as being excluded from this Agreement as shown on PMLL's website
Individual Vocal or Individual Instrumental Music Teaching	The teaching of instrumental or vocal technique and/or interpretative and creative skills with individual instruments/voice either on a one-to-one teaching basis or with small groups of pupils or with ensembles
Licence Fee	The appropriate annual fee for the Licensee calculated by reference to the Tariff set out in Appendix 2.
Licensed Copy	<ul style="list-style-type: none"> <li>(1) a photocopy of a Printed Music Publication or of an Arrangement or</li> <li>(2) a handwritten copy of a Printed Music Publication or an Arrangement and any associated words or lyrics or</li> <li>(3) a copy of a Printed Music Publication or of an Arrangement produced by entry into a music notation computer software programme and then printed or</li> <li>(4) a photocopy of such a handwritten copy (referred to at (2) above) or copy printed from music notation software (referred to at (3) above) or</li> <li>(5) a copy of (1)- (4) above which is produced by a computer scanner and then printed or</li> <li>(6) an acetate copy of (1) – (4) above</li> </ul>
Licensee	The Music Service set out on page 1 above.



Music Service	A Local Authority music service or not-for-profit organisation providing music tuition and related experiences to children and young people aged 5 - 18 locally, regionally or nationally in the Territory, working to support the relevant local and/or national strategic aims for music education.
Music Service Premises	Building or buildings owned or leased by the Licensee and used for teaching purposes, including the Licensees own centre and performance space.
Musical Work(s)	Musical works as defined by the Copyright Designs and Patents Act 1988 (as amended), together with any words or lyrics accompanying such musical works.
Printed Music Publications	Published editions being graphic representations of Musical Works, including without limitation Choral Leaflets, printed on paper (including publications which are made available digitally from a licensed source and subsequently printed in accordance with the licence terms), including musical scores and/or parts, diagrammatic representations, tablature and other ways of representing musical sound and any editorial notes, historical notes or commentaries or other text included in the said published editions. For the avoidance of doubt this does not include Excluded Printed Music Publications or sound recordings.
PMLL	Printed Music Licensing Ltd acting as agent and/or licensee for various music publishers
Pupil	A pupil attending a school within the area for which the Licensee is contracted to provide Area Activities
Secure Network	A network (whether a standalone network or a virtual network within the Internet) which is only accessible to those members of Staff who are approved by the Licensee for access to the Secure Network, whose identity is authenticated at the time of login (and periodically thereafter) in a manner consistent with current best practice, and whose conduct is subject to regulation by the Licensee;
Source Copy	The Printed Music Publication from which Licensed Copies or Arrangements are made.
Staff	Staff employed by the Licensee
Term	1 April 2024 to 31 March 2025
Territory	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man
Workbook	A publication that consists mainly of Printed Music Publications and which is a combination of musical works and/or musical exercises and/or texts designed for educational purposes

### 1. SCOPE OF TARIFF

This Tariff applies to the copying of Printed Music Publications and the making of Arrangements of music by Hubs and Services in connection with Area Activities.

### 2. CHARGES

The relevant Licence Fee for the Licensee will be based on a banding criteria

<b>Music Mark banding</b>	<b>PMLL annual fee</b>
Levels A and B (organisational income >£500k)	£240
Levels C and D (organisational income £500k-£1.5m)	£360
Levels E and F (organisational income £1.5m+)	£480

### 3. VALUE ADDED TAX

Value Added Tax at the relevant rate is due on the Licence Fee and will be added to the invoice.