



PPL PRS LTD CODE OF CONDUCT

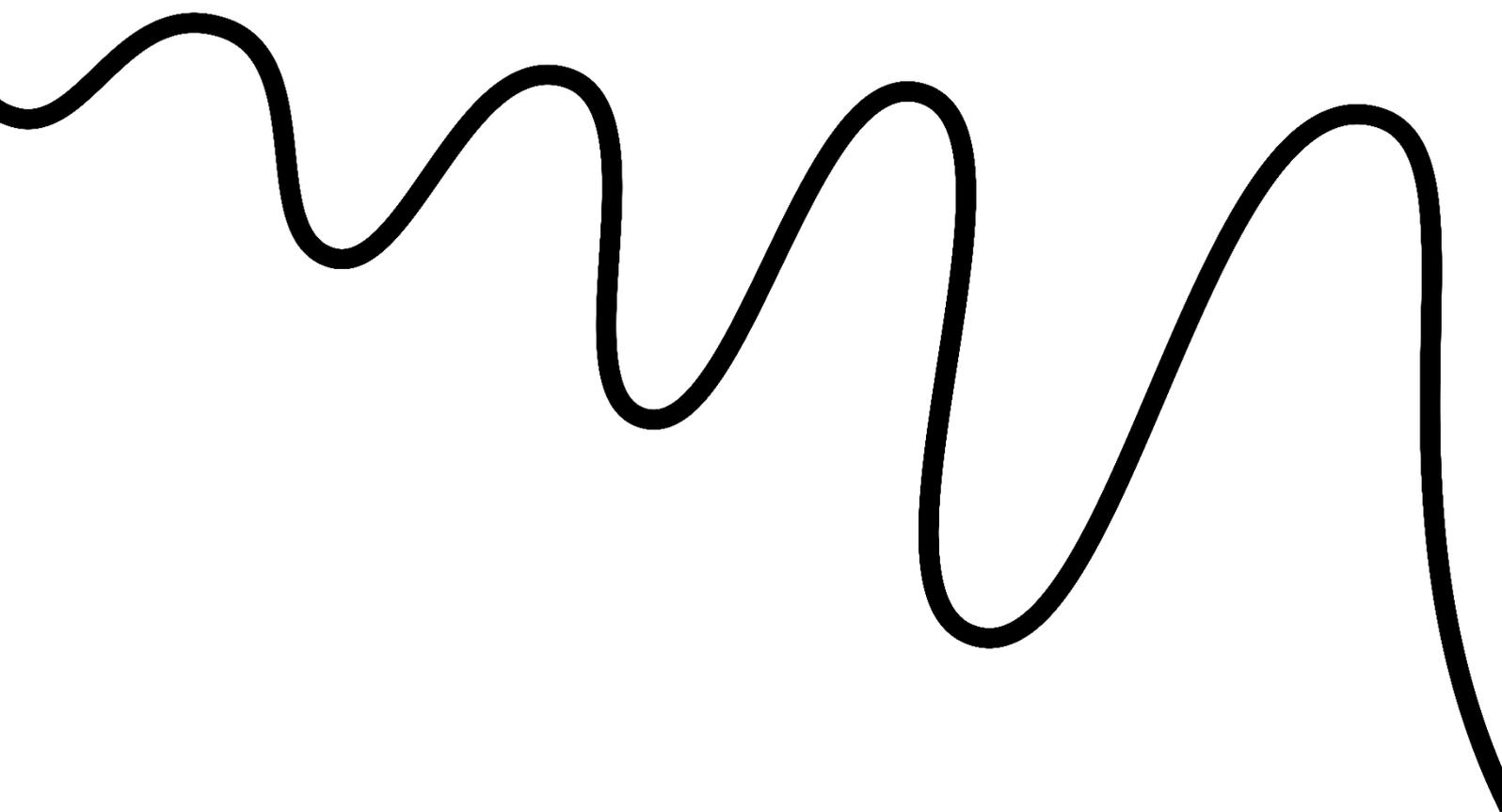
FEBRUARY 2018



Welcome to the PPL PRS Ltd Code of Conduct

This document outlines the roles and responsibilities of PPL PRS, sets best practice and determines the standards that govern how PPL PRS operates.

It has been derived from the Codes of Conduct operated by PPL PRS's parent companies, *PRS for Music* and PPL, with the intention that the commitments made by PPL PRS under this Code appropriately reflect those previously assumed by its parent companies.



Contents

1. About Us

- 1.1 PPL PRS Limited
- 1.2 *PRS for Music*, PPL and VPL
- 1.3 What is Copyright?
- 1.4 What we do
- 1.5 Regulation
- 1.6 Our use of third parties
- 1.7 Where the money goes
- 1.8 Members of *PRS for Music* and PPL
- 1.9 Corporate details
- 1.10 Further information
- 1.11 How to contact us

2. About this Code

- 2.1 Status of this Code
- 2.2 Regulation of this Code
- 2.3 Review of this Code
- 2.4 Access to this Code

3. Our commitments

- 3.1 Key commitments
- 3.2 Contacting you
 - 3.2.1 When we contact you
 - 3.2.2 Prospective and new licensees
 - 3.2.3 Existing licensees
 - 3.2.4 On-site visits

4. Tariffs and licences

- 4.1 Tariffs
- 4.2 Licences
- 4.3 Licensee obligations
- 4.4 Repertoire exclusions

5. Comments, feedback and complaints

- 5.1 Comments and feedback
- 5.2 If things go wrong
- 5.3 Scope of complaints procedure
- 5.4 How to complain
- 5.5 Ombudsman Services

6. Privacy and personal information



1. About Us

1.1 PPL PRS Limited

PPL PRS Limited (**PPL PRS**) is a joint venture company established by its parent companies, Performing Right Society Limited (trading as **PRS for Music**) and Phonographic Performance Limited (**PPL**) to create a simplified process for licensing music when it is played and performed in public in the UK, Channel Islands and the Isle of Man.

1.2 PRS for Music, PPL and VPL

PRS for Music and PPL are UK collective management organisations (**CMOs**) set up to license the separate copyrights that exist in musical compositions and associated lyrics (**musical works**) and the recordings of these musical works (**sound recordings**).

PRS for Music was established in 1914 and licenses the use of copyright in musical works on behalf of songwriters, composers and music publishers.

PPL was established in 1934 and licenses the use of sound recordings on behalf of record companies and performers.

Video Performance Limited (**VPL**) is PPL's "sister" organisation, which was set up to license the copyrights that exist in music videos, on behalf of record companies. Whilst a separate company, with its own members and a separate board of directors, VPL is under shared management with PPL. References in this Code to PPL may also include VPL where relevant.

More information about *PRS for Music* and PPL can be found on their websites at the following addresses:

PRS for Music: prsformusic.com

PPL: ppluk.com

More information about VPL can also be found at ppluk.com.

1.3 What is Copyright?

Copyright is a form of property right that arises automatically on the creation of certain 'works'. These include original musical works and sound recordings.

The main copyright legislation in the UK is the Copyright Designs and Patents Act 1988 (**Copyright Act**) and this forms the primary basis for PPL PRS's licensing activities on behalf of its parent companies, as summarised below.

The Copyright Act gives certain exclusive rights to the owners of copyright in certain categories of works (such as musical works and sound recordings), including the right to perform, show or play the work in public (referred to below as the performing right). Similar copyright laws apply in the Channel Islands and Isle of Man.

Members of *PRS for Music* and PPL give their respective organisations the exclusive right to grant licences to exploit the performing right in their songs and recordings and, where necessary, bring proceedings for infringement of copyright where a licence is required but has not been obtained.

1.4 What we do

We are appointed by *PRS for Music* and PPL to manage the performing right in the musical works and sound recordings owned or exclusively controlled in the UK by their members and the members of their affiliated CMOs around the world. Where previously the performing rights controlled by *PRS for Music* and PPL were licensed separately by each organisation, they will now be administered by us through a joint licence called TheMusicLicence.

TheMusicLicence authorises the playing and performing in public of millions of songs and sound recordings, including the most popular and well-loved music from the UK and around the world.

As such, any business or organisation playing or performing music (including recorded music) in public – including to their staff or customers – in the UK, Channel Islands and Isle of Man, will usually require TheMusicLicence.

We license hundreds of thousands of businesses and organisations including shops, restaurants, pubs, offices, educational establishments, factories, gyms, nightclubs, community buildings, music festivals and concert venues.

We apply the licensing tariffs that are separately set for their respective rights by each of *PRS for Music* and PPL, and do not set the terms or prices of these tariffs ourselves. See section 4 of this Code for more information.

PRS for Music and PPL each also continue to grant separate licences for other rights in music such as licensing TV and radio broadcasters, businesses (sometimes known as "dubbers") who copy music for supply to other businesses, and certain digital service providers. More information about these other areas of licensing (which are not carried out by PPL PRS or covered by TheMusicLicence) can be found on the *PRS for Music* and PPL websites.

1.5 Regulation

As CMOs, *PRS for Music* and PPL are subject to UK and EU competition and regulatory rules governing the conduct of CMOs towards both rightsholders and rights users (including the Collective Management of Copyright (EU Directive) Regulations 2016 (**2016 Regulations**)).

CMOs operate in a wide range of sectors and manage the rights of large numbers of copyright owners. They are typically owned or controlled by their members and/or are organised on a not-for-profit basis.

CMOs allow users of works to obtain a single licence to use all of the works controlled by their members, rather than having to obtain a licence from every single rightsholder separately. This simplifies the licensing process and makes it more efficient, for rights users and rightsholders alike.

PPL PRS is a subsidiary of two CMOs for the purposes of the 2016 Regulations and is therefore subject to the relevant provisions of the 2016 Regulations in respect of any activities that would, if carried out by either *PRS for Music* or PPL, be regulated by them.

1.6 Our use of third parties

Although we conduct most of our business directly, some aspects of our licensing and related operations are carried out by third parties on our behalf. We require all our agents to adhere to this Code, as well as any other relevant or applicable industry codes governing best practice for the sector in which they operate.

In some sectors, such as the educational sector, licences are obtained through specialist agents and industry bodies. Where these organisations have developed their own codes of conduct they are compliant with the principles outlined in this Code. Where no code exists, they operate in accordance with this Code.

1.7 Where the money goes

We distribute all licensing revenues (less our operating costs) to *PRS for Music* and PPL for onward distribution to their members and affiliated societies as the underlying rightsholders.

For more information on the distribution policies of *PRS for Music* and PPL please see their websites at:

PRS for Music: prsformusic.com

PPL: ppluk.com

1.8 Members of *PRS for Music* and PPL

PRS for Music has a combined membership of over 100,000 songwriters, composers and music publishers. In addition, *PRS for Music* manages the rights of millions of songwriters, composers and music publishers who are members of affiliated collecting societies overseas.

PPL has a large and diverse membership. Members include major record companies and globally successful performers, as well as many independent record companies, sole traders, session musicians and emerging artists.

Through PPL's members and members of affiliated collecting societies overseas, PPL represents the vast majority of commercially-available recorded music.

For more information on the members of *PRS for Music* and PPL, including the Codes of Conduct that apply to their members, please see their websites at:

PRS for Music: prsformusic.com

PPL: ppluk.com

1.9 Corporate details

PPL PRS Limited is a private company limited by shares, incorporated on 14 September 2016 and registered in England and Wales with registered number 10376001. Its registered office is Mercury Place, St. George Street, Leicester LE1 1QG. PPL PRS Limited's VAT registration number is 257767651.

Information about PPL PRS's governance can be found on the website at pplprs.co.uk.

1.10 Further information

Further information about us can be found at pplprs.co.uk. Our website is updated and reviewed regularly and, as a result, website links in this Code may change. We therefore recommend that you refer to the current version of this Code as published on our website.

1.11 How to contact us

By post:

You can write to us at **Mercury Place, St. George Street, Leicester LE1 1QG**. If contacting us by post, please address your letter to the relevant person and/or department at PPL PRS (if known). Please also have your account number to hand (if you have one).

By telephone or email:

The most up to date contact details and opening hours can be found on our website at pplprs.co.uk. For general enquiries please email us at info@pplprs.co.uk or call us on **0800 0720 808**. Please note that, in accordance with applicable laws and regulations, telephone calls to/from PPL PRS may be recorded for training and quality purposes.

We aim to answer calls within 30 seconds, and to acknowledge receipt of letters or emails within two working days of receiving them. If you email or write to us (or if we are unable to provide a full response during a telephone call), we aim to respond to your query within 10 working days of receiving it. If we are unable to reply in full within that time, we will provide an indication of when to expect a full response.

2. About this Code

2.1 Status of this Code

This Code is a voluntary code of conduct and does not contain any legal advice or form part of any licence or contract between you and PPL PRS. The Code is intended to improve our standards of service by enabling you to hold PPL PRS to account against the standards published in this Code.

Section 5 of this Code (Comments, feedback and complaints) provides details of steps you can take, and how we will respond, if you feel that we have not complied with this Code in our dealings with you.

2.2 Regulation of this Code

PPL PRS is committed to ensuring that this Code is compliant as appropriate with all applicable requirements of the 2016 Regulations.

2.3 Review of this Code

We will publish on our website information about our performance against this Code at least annually, including a complaints report.

We will regularly review this Code (including our complaints handling and dispute resolution procedures) in consultation with representative bodies and Ombudsman Services, to maintain compliance with legislative and regulatory developments affecting PPL PRS. Information about Ombudsman Services can be found at paragraph 5.5 (*Ombudsman Services*) of this Code.

2.4 Access to this Code

This Code was first published in February 2018 and was last updated in February 2019. The current version of this Code will always be available on our website at pplprs.co.uk. We are happy to provide a pdf copy or paper copy on request. Anyone who needs assistance to access the information in this document, for example if they are visually impaired or have difficulty using the internet, should make us aware of their needs and we will do what we reasonably can to help.

3. Our commitments

3.1 Key commitments

As set out in this paragraph 3.1, PPL PRS commits to dealing with you:

- in accordance with certain standards of service
- promptly
- transparently
- fairly, reasonably, honestly and impartially
- with respect for your personal information
- in accordance with this Code

Standards of service

We will always aim to:

- act in a professional and courteous manner
- provide you with clear, appropriate and accurate information
- when speaking to you on the telephone, identify ourselves by name
- take reasonable account of circumstances relating to language, disability or other such matters that might affect you

Acting promptly

We aim to respond to any queries or comments promptly and within the timelines detailed at paragraph 1.11 (*How to contact us*) of this Code.

If things go wrong, we will correct any errors as quickly as possible. Please see also our Comments, Feedback and Complaints procedures at section 5 (*Comments, feedback and complaints*) of this Code.

Acting transparently

We are committed to explaining and providing accessible information on the following:

- who we are and what we do
- whether (and if so why) you need TheMusicLicence
- what your TheMusicLicence fee will be and how it is calculated
- any other PPL PRS policies or procedures that affect your licence or your dealings with us

Acting fairly, reasonably, honestly and impartially

We are committed to acting fairly, reasonably, honestly and impartially towards you, including in relation to how we treat other licensees in similar situations.

Acting with respect for your personal information

We take your privacy seriously. Please see our commitments regarding use of your information at section 6 (*Privacy and personal information*) of this Code.

Acting in accordance with this Code

We are committed to training our staff appropriately (and any third parties acting on our behalf) to understand and act in accordance with this Code in their dealings with you, in particular as regards our key commitments set out in this paragraph 3.1 and the Comments, Feedback and Complaints procedures set out in section 5 (*Comments, feedback and complaints*).

3.2 Contacting you

3.2.1 When we contact you

We contact organisations, businesses and individuals from time to time, generally under the following circumstances and for the following reasons:

- if they do not have TheMusicLicence, to establish whether they require a licence;
- if they have agreed to a licence, for the purposes of administering the licence (including collecting and obtaining information necessary for the collection and verification of royalties payable under the licence), and to make them aware of business developments that may affect them (which may include relaying details of relevant tariff consultations being undertaken independently by *PRS for Music* or PPL); and/or
- if they consent to receiving such information, to keep them updated with general information about the business and its operations (not covered by the above categories).

We may contact organisations, businesses and individuals by email, telephone, post or in person. In accordance with applicable laws and regulations, telephone calls to or from PPL PRS may be recorded and/or monitored, including for training and quality purposes. If and where we intend to conclude a licence over the telephone, the call may be recorded for contract verification purposes.

Section 6 (*Privacy and personal information*) sets out how we use the personal data collected by us from you. This may include the provision of certain licensing information to *PRS for Music* and/or PPL. Please also refer to the terms and conditions of your licence.

From time to time, *PRS for Music* and/or PPL may in certain circumstances contact you directly, for example if you are an existing licensee and one of *PRS for Music* or PPL is undertaking a consultation in respect of a tariff which applies or may in future apply to your business. Please refer to the respective *PRS for Music* and PPL Codes of Conduct for more information.

3.2.2 Prospective and new licensees

It is the responsibility of music users to ensure that they have the appropriate copyright licence in place. If you use music, authorise the use of music or permit performances of music at your premises and you do not have a licence you may be liable for infringement of copyright.

Where required, we will help you put the appropriate licence in place based on the information available about your use of music.

If we do not have all of the necessary information, we may need to ask you for more details, which may involve completing an application form.

If we have been unsuccessful in our attempts to contact you but believe that we have the necessary information to determine the applicable tariff and calculate your licence fee, we will send out an invoice, our licence terms and conditions and various other information, including details of how to contact us if you have any queries or if anything is incorrect.

If you tell us that you are not using music, you should not expect to hear from us again within a six month period. However, we may contact you again after six months to determine whether your circumstances have changed. We also reserve the right to contact you sooner if we have reason to believe music owned or controlled by *PRS for Music* and/or PPL is being used or to check that your circumstances have not changed.

If you would like to hear more about the tariff(s) applicable to you and how much you might expect to pay for TheMusicLicence, please contact us on **0800 0720 808**.

3.2.3 Existing licensees

We contact licensees from time to time under the terms of their licence to review music use details, request music and/or sales reporting, collect licence fees, or discuss other licensing requirements.

Our licences continue from year to year and in most cases the royalty payable is calculated on an annual basis. We contact our licensees by email, post, telephone or in person to complete regular reviews of our licensees' music use (whether this be annually or otherwise). To ensure that your royalty is correctly charged we may ask you to complete a review form to report any changes.

For more information please refer to the terms and conditions of your licence.

3.2.4 On-site visits

A representative of PPL PRS may visit premises to arrange a licence, discuss details of an existing licence or to verify information relating to the music use of a business.

We will only visit your premises during reasonable business hours and will do what we reasonably can to minimise disruption to any activities taking place at your business or organisation. We will always comply with our key commitments (as set out in paragraph 3.1 (*Key commitments*)) whenever visiting your premises.

4. Tariffs and licences

4.1 Tariffs

PRS for Music and PPL each continue to be separately responsible for setting and reviewing their respective tariffs (including royalty rates) under which PPL PRS issues licences on their behalf.

Under the Copyright Act, existing and proposed tariffs (or licensing schemes) operated by each of *PRS for Music* and PPL fall within the jurisdiction of the Copyright Tribunal, an independent review body that regulates pricing and ensures that licence terms are fair, reasonable and non-discriminatory. (For more information about the Copyright Tribunal please visit ipo.gov.uk.)

Both *PRS for Music* and PPL offer a number of different tariffs, to ensure that licensees pay a fair amount for the music that they use. These tariffs are tailored to the different types of use of music made by licensees.

Information on how *PRS for Music* and PPL each set and review their various respective tariffs can be found on their websites at:

PRS for Music: prsformusic.com

PPL: ppluk.com

If you would like to find out more about the tariff(s) applicable to you and how much you might expect to pay for TheMusicLicence, please contact us on **0800 0720 808**.

4.2 Licences

All of the licences that we grant to music users, whether large or small, commercial or not-for-profit, are known as blanket licences. This means that the licensee enjoys the rights granted to them under the licence in respect of any and all works owned or controlled by *PRS for Music* and/or PPL (in accordance with the terms of their licence).

In general, our blanket licences continue from year to year, subject to termination (by you or us) in line with the licence terms and conditions. A copy of our standard licence terms and conditions can be found on our website at pplprs.co.uk.

The licence fee is normally payable annually in advance on the basis of declared music use, but we make adjustments on the basis of actual music usage at the end of the licence period. One exception to this is in the case of one-off events, where PPL PRS may grant a licence in respect of that particular event only. Another exception is the licensing of live music venues and events, where the licence fee is normally payable more frequently (most often quarterly) and in arrears.

Some other provisions of our licences that you may especially wish to be aware of are as follows:

- they oblige you to give us the information about your premises and use of music that we need in order to calculate the fees due under your licence, and to tell us about any changes to that information (either in advance or within 14 days after the change);
- they give us certain rights to check that the information you have given us about your premises and music use is correct and the terms of the licence are being complied with, including by visiting your premises (acting in accordance with this Code) to do so;
- they give us the right to terminate your licence in certain circumstances, including if you do not pay the fees due, or do not provide the information necessary to calculate those fees; and
- they grant us a right to vary our standard licence terms and conditions from time to time, by giving you at least 30 days' notice.

4.3 Licensee obligations

It is your responsibility to ensure that you are properly licensed for any music use taking place at your business or organisation. Using music without a licence could amount to copyright infringement. If we have reason to believe that you are using copyright music without a proper licence in place we may collect evidence.

When taking out a licence with PPL PRS, your rights and obligations are set out in the standard terms and conditions of your licence, including your obligation to pay a royalty and to provide us with information required under the applicable tariff to assist us in calculating that royalty.

If any payments under the licence become overdue, we will endeavour to contact you by post, email or telephone. If appropriate, we may refer the account to a debt collection agency, or terminate your licence (in which case you would need to stop using music in your business or risk legal action for infringement).

4.4 Repertoire exclusions

In some circumstances PPL PRS may not control all the rights you need to use music in your business. If that is the case we will let you know and, where possible, explain what you need to do to obtain these additional rights.

Please refer to your licence terms and conditions for further information on what your licence covers.

In addition, specific information on rights not generally covered by TheMusicLicence can be found on our website at pplprs.co.uk.

5. Comments, feedback and complaints

5.1 Comments and feedback

You can contact us by phone, email or post (details of which can be found at paragraph 1.11 (*How to contact us*) of this Code) to provide us with feedback (positive or negative) about our service to you. If you are unhappy about your dealings with us, please first follow the guidance in paragraph 5.2 (*If things go wrong*) which will hopefully resolve matters in most cases. If you do subsequently wish to make a formal complaint, please follow the complaints procedure outlined at paragraph 5.4 (*How to complain*) below.

5.2 If things go wrong

PPL PRS is committed to providing first-class service. However, we know that from time to time, despite our best efforts, things can go wrong.

If you think an error has been made or you are not satisfied with the way you've been dealt with, you can contact us by email, post or phone.

Errors will be, wherever possible, corrected straight away. Where this is not possible, we aim to resolve the matter as quickly as we are able and normally within 10 working days. We will keep you updated on our progress if, for any reason, we are unable to resolve the matter within this period.

If we believe an error has not been made, we will provide a full and clear explanation of why we believe this.

5.3 Scope of complaints procedure

Our complaints procedure should be used in situations where, having followed the guidance in paragraph 5.2 (*If things go wrong*) above, you still feel that our service has not met your expectations or that we have not complied with our commitments under this Code, in particular:

- if you feel that we have failed to follow our own procedures, including any undertakings detailed in this Code
- if you feel that we have charged you incorrectly
- if you feel that we have been discourteous or unprofessional
- if you feel that we have unreasonably delayed or failed to take action

- if you feel that we have given you wrong or misleading information

Where the complaint would instead be more properly dealt with by *PRS for Music* or PPL, the Copyright Tribunal or a court or other judicial or regulatory body, we will explain this.

5.4 How to complain

Please write to:

Customer Services Manager, Mercury Place, St. George Street, Leicester LE1 1QG.

Or email:

complaints@pplprs.co.uk

We aim to acknowledge the complaint within two working days of receipt.

We will send a substantive response within 20 working days of receiving the complaint, and will advise if the complaint is not considered within the scope of our complaints procedure.

If you are unhappy with the response, you should raise this with us and we will escalate the matter to the Head of Commercial .

Once escalated, the Head of Commercial will respond in writing within 10 working days from receipt of the escalation and will either:

- confirm or vary the earlier decision giving reasons for doing so; or
- advise of any further actions being taken regarding the complaint and the associated timescales.

5.5 Ombudsman Services

Where you have followed PPL PRS's published complaints procedure but are dissatisfied with the outcome, you may in certain circumstances obtain an independent review of your complaint by Ombudsman Services.

Ombudsman Services is a third-party organisation offering an independent and impartial means of resolving disputes for the communications, energy and property sectors and which is also now providing services to a number of copyright licensing CMOs.

As with our complaints procedure, Ombudsman Services deals with complaints about the service PPL PRS has provided such as those outlined at paragraph 5.3 (*Scope of complaints procedure*). However, it has no jurisdiction to consider or investigate complaints about (i) the pricing, structure or scope of the licences or licensing schemes offered by PPL PRS, (ii) the fairness or meaning of PPL PRS's licensing terms, (iii) complaints regarding legal issues, or (iv) commercial disputes, which are all matters that would be properly dealt with by the Copyright Tribunal or another appropriate Court.

We will abide by any final decision of Ombudsman Services and put in place any remedy it requires, which could include putting right any errors and/or paying compensation.

For more information about Ombudsman Services, including what types of complaints it can review, the ways in which it can resolve complaints and details of how to use the service, please visit www.ombudsman-services.org/copyright.

6. Privacy and personal information

We are required to comply with relevant laws and regulations dealing with our use of your personal information, in so far as they apply to our licensing and related rights administration activities.

Generally, PPL PRS may use the information you provide to us (including any personal data such as names and contact details) for the purpose of exercising and enforcing our copyrights and administering the terms of our licences. This may include contacting licensees for the purposes of verifying music use or establishing whether a licence is required.

In addition, information may be disclosed to government bodies or law enforcement agencies from time to time where we are under a duty to disclose or share your personal information, or to other third parties engaged by us in relation to the enforcement of our rights and administration of our licences. We may also share information with our parent companies, *PRS for Music* and PPL, as appropriate.

Full details of our Privacy Policy can be found on our website at pplprs.co.uk. The terms and conditions of your licence may also contain specific details or obligations in relation to your information and how it will be used.