



Classical music concerts & recitals

Tariff 'LC'

Effective from 1 January 2023 and applying to all events within the scope of this tariff in respect of which the General Sale of tickets began on or after 1 January 2023, provided that the tariff shall in any event always apply to any event taking place on or after 1 September 2023. The % royalty rates included in this tariff shall be fixed for a period of ten years from 1 September 2023.*

1. Scope of tariff

This tariff applies to performances of Controlled Works* in **classical concerts** and **recitals**, for example at normal concert venues, theatres and similar auditoria, and outdoor sites. It shall apply to performances of scores composed for film, television, and video games.

This tariff excludes events falling within the scope of other tariffs published by *PRS for Music*, such as but not limited to popular music concerts; variety shows; theatrical presentations; educational establishments; community buildings run by voluntary organisations; public houses and clubs.

If a concert or performance includes a mixture of classical and non-classical works, then a rule of 50% will be applied. Tariff LC will be applicable to events with a programme comprising of more than 50% of the running time of classical music or film scores, and those comprising of at least 50% of music which is not classical music or film music will be charged at a rate equivalent to that applicable under Tariff LP.

2 Licensees

Where the event is authorised by a promoter or Major Orchestra* and the proprietor, then royalties under this tariff are payable, in the first instance, by the promoter or Major Orchestra*. *PRS for Music*, however, retains the right to claim royalties from the proprietor should the promoter or Major Orchestra* fail to make payment.

* See Definitions, section 9

3. Application of royalty

Where the music user *has* applied for and obtained *PRS for Music's* licence before musical performances commence, the **standard** royalty rate will be charged and payable for the first year of the licence.

Where the music user *has not* applied for and obtained *PRS for Music's* licence before musical performances commence, the **higher** (standard plus 50%) royalty rate will be charged and payable for the first year of the licence.

After the first year of the licence, in either case, the **standard** royalty rate will be charged and payable.

4. Royalty charges

In this edition of Tariff 'LC' the pertinent rates of charge apply to all royalties falling due from 1 September 2023.

Royalties payable for a licence or permit under this tariff are calculated for each itemised event as follows.

4.1 Events with an admission charge

The royalty charge is a percentage of Gross Receipts* for each event which includes Controlled Works*. The percentage is either fixed (4.1.1) or variable (4.1.2) as follows:

	Standard Royalty	Higher Royalty
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4.1.1 Fixed percentage

(irrespective of the controlled copyright content):

from 1 September 2023.....	6.5%	9.75%
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If a licensee complies with paragraphs 6.1.1, 6.1.2 and 6.1.3 of this tariff within each of the 28-day periods referred to in those paragraphs in respect of a Quarter*, the standard royalty in respect of that Quarter* shall be reduced by 0.3% ppts from that stipulated above, to 6.2% or 9.45%.

4.1.2 Variable percentage of Gross Receipts* depending on the proportion of the programme time occupied by the performance of Controlled

Works* for each event. This option is available to the holder of a continuing licence who opts, in advance of 1 September each year, for the assessment of the royalty charge in this manner for all events in an *entire* licence-year, provided that within 28 days after each Quarter's* events the licensee has delivered certified programmes of the works performed in each event, with enough details (including the duration of each work and of the total programme time) to enable *PRS for Music* to determine the appropriate rate.

Where the holder of a continuing licence has chosen to be assessed under this section 4.1.2, the rate of charge for each event shall be ascertained by multiplying the duration of the Controlled Works* performed at the event by the percentage specified below and dividing that number by the total duration of all works performed at such event. The resulting percentage shall be calculated to two decimal places e.g. a ninety minute event with forty five minutes of controlled works performed would attract a rate of 5.25% (45/90 * 10.5%). Variable percentage royalty rate with effect:

from 1 September 2023..... 10.5%

The minimum charge per event is that specified in section 4.1.3.

	Standard Royalty	Higher Royalty
4.1.3 Minimum royalty		
The royalty rates in sections 4.1.1 and 4.1.2 are subject to a minimum charge for each event in which Controlled Works* are performed	£32.49	£48.74
4.2 Events with no admission charge		
Where an event has no admission charge , the charge for each event which includes Controlled Works* (irrespective of the controlled copyright content) for the first 50 persons admitted is:	£18.75	£28.13
and thereafter for each unit of 25 persons (or part thereof) admitted:	£9.38	£14.07

5. Amateurs

Amateur* groups are subject to the tariff terms; however, they are offered a 50% discount to the applicable royalty percentage rate (but not, for the avoidance of doubt, the minimum royalty) due under the tariff.

6. Payment

6.1 Royalties due under continuing licences

- 6.1.1** Subject to 6.1.4, royalties under continuing licences are payable quarterly in arrears, within 28 days of the date of *PRS for Music's* invoice.
- 6.1.2** Within 28 days from the end of each quarter a licensee must deliver to *PRS for Music* a certificate signed by a responsible official, with enough information to enable *PRS for Music* to calculate the royalties due. The certificate must show for each event during the last Quarter* in which musical works (including, by definition, any controlled copyright adaptation) were performed, and must list all such events by date and name showing the seating capacity of the venue, the total number of persons admitted, and for each and every element of the Gross Receipts* full and accurate accounting on a category by category basis.
- 6.1.3** The certificate must be accompanied by certified programmes in respect of the music performed at all the events covered by this tariff which have been held during the Quarter*.
- 6.1.4** Where royalties are payable as a percentage of Gross Receipts*, whether in arrears or, pursuant to section 6.1.5, in advance, *PRS for Music* is entitled to require, from time to time, a certificate by an appropriately qualified accountant certifying the amount of those receipts for each event and indicating the amounts (if any) deducted therefrom (in accordance with the Gross Receipts* definition) together with satisfactory proof of such payments. Any adjusting payment then found to be due is payable (by *PRS for Music* or the licensee, as the case may be) within 28 days of *PRS for Music* calculating and notifying the final royalty.
- 6.1.5** If a licensee does not comply with requirements under section 6.1 *PRS for Music* may stipulate that for the next licence-year royalties shall be payable annually in advance. In such cases the royalty to be paid in advance will be assessed according to the music use in the previous four quarters and will be adjusted at the end of that year in terms of the actual performances as certified by the licensee.
- 6.1.6** For the avoidance of doubt, it is confirmed that time shall be of the essence for the purposes of each of the time limits referred to section 6.1.

6.2 Royalties due under an occasional permit

For an occasional event, outside of a continuing licence, the music user must apply to *PRS for Music* and, except by prior arrangement with *PRS for Music* pay the full royalty in advance of the performance. *PRS for Music* will require the particulars specified for the certificate in section 6.1.2 and 6.1.3 above.

7. Value Added Tax

Every licensee under *PRS for Music's* tariffs will pay to *PRS for Music* in addition to the royalty due, a sum in respect of Value Added Tax calculated at the relevant rate on the royalty payable.

8. Inflation adjustment

Every year on 1st September, the **monetary** sums in this tariff will be adjusted for inflation. The adjustment formula will apply to the standard rates, using the mean (to the nearest whole percentage point) of the percentages by which the Retail Prices Index and Average Weekly Earnings index (unadjusted) change in the year to the previous May.

May is the latest month prior to the anniversary date for which figures are likely to be published for both indices.

All rates rounded to the nearest penny.

All royalties will be charged at the royalty rate in force at the beginning of the licence-year.

9. Definitions

Admissions means the unavoidable cost of admission to an event or series of events for the ticket(s) purchased by the consumer but excluding the costs components set out at Appendix 1 if these are separate from the unavoidable cost of admission.

Affiliate means a licensee's parent, subsidiary, group companies (including other subsidiaries of parents) including any entity in which the licensee has directly or indirectly any share of ownership and/or control.

Amateurs means an individual or group operated by volunteers, whose performers are primarily unpaid. If a group earns ticket revenue, they may still be considered Amateur if the majority of revenue goes towards the running of the group (e.g. transportation costs, venue hire, score rental etc). Groups are still considered Amateur if they engage a small minority of professionals to assist with the group performances (e.g. hiring a conductor, substitute players in the event of illness).

If an event is organised by a third-party promoter, it cannot be classified as Amateur.

Competition performances are not classified as Amateur unless they are for performers under the age of 18.

Controlled Works means all and any musical works, arrangements of musical works and words associated with such works, in which the right of public performance is controlled by *PRS for Music*.

Facilities Fees / Restoration Levies means a fee described as a facility fee, restoration levy, heritage fund contribution or theatre fund contribution that is charged to the consumer as part of the cost of an admission to an event that is held at licensed premises and where: (i) the amount of the fee is publicly stated; (ii) the proceeds from the fee are accounted for separately in the books of the licensed premises' legal entity; (iii) the purpose of the proceeds is for capital expenditure relating to the restoration, maintenance and improvement of the licensed premises; and (iv) in relation to which proceeds PRS has a right, on request, to obtain an annual statement prepared on behalf of the licensed premises (certified by a suitably qualified auditor, save where the licensee is exempt from providing audited accounts) which states for the relevant year (a) the total value of the proceeds and (b) confirmation that any use of the proceeds that year has been for the purpose stated in (iii) above.

General Sale means the offering of tickets (whether for sale or for free) to the general public, excluding pre-sales to fan club members and members of exclusive ticketing arrangements only available to persons affiliated to or customers of a particular product or service.

Gross Receipts means:

all monies paid or payable by the consumer in respect of Admissions charges specified in (a) to (g) below, irrespective of whether such monies are received or receivable by the licensee or an Affiliate, or by a third party with a contractual relationship with the licensee:

- a. the total price paid by consumers for Admissions purchased across any and all primary sales platforms;
- b. the total price paid by consumers for Admissions purchased on secondary sales platforms which have been directly allocated on such secondary sales platforms (without having been initially purchased via primary sales platforms), whether by the licensee or an Affiliate, or by third parties acting on behalf of the licensee, including the promoter;
- c. the total price of any single event Admissions to boxes and suites, where hospitality such as food and/or drink and/or other private and exclusive facilities are provided within the ticket price, at the price of the highest class of single event Admissions in the immediate vicinity of the relevant boxes and suites, multiplied by the number of seats actually sold in such boxes and suites for the Admissions concerned;
- d. the total cost of any multi-event pre-purchase Admissions arrangement such as boxes and suites (to be declared at (i) the annual cost of the arrangement divided by the average annual number of performances in the previous three calendar years, the

product then divided further by the total number of seats in the arrangement and finally that product multiplied by the number of tickets issued under the arrangement for the relevant performance; or at the election of the licensee (ii) the price of the highest class of single event Admissions in the immediate vicinity of the relevant boxes and suites, multiplied by the number of tickets issued for the relevant performance). For the avoidance of doubt, non-Tariff LC events are chargeable under the applicable PRS tariff for the event of that kind;

- e. complimentary or discounted Admissions that are part of any commercial arrangement from which revenues are earned by the licensee or Affiliate shall be declared on an event by event basis at the price of the equivalent single event Admissions cost. For the avoidance of doubt, PRS will not charge a royalty in respect of complimentary Admissions provided to any workers attending the event for work purposes as a result of any such commercial arrangement;
- f. insofar as not included within the Admissions, any optional features purchased by the consumer that have a nexus with the public performance of PRS repertoire (examples are set out at Appendix 1);
- g. all booking, administration, service, handling or like fees and charges (but excluding Facilities Fees / Restoration Levies), whether charged to the consumer by the licensee or an Affiliate, or by any third party engaged by the licensee;
- h. but shall never include: ticket agent and party booking discounts; refunds (where the event is cancelled or rescheduled); any booking fees, administration, service, handling or like fees or charges charged to a consumer or the licensee in respect of any ticket for which a refund has been given (where the event is cancelled or rescheduled); the actual postage/courier delivery and packaging charges where separately itemised; and VAT or any other government tax or imposition of like nature for the time being in force. PRS will not charge a royalty in respect of complimentary Admissions that are not part of any underlying commercial arrangement under which revenues are earned directly by the licensee. Complimentary Admissions allocated and/or utilised by the licensee, the promoter, the venue or the artist shall be deemed not to be part of any underlying commercial arrangement and shall be marked on the ticket as either "complimentary", "not for general sale" or "zero value".

Major Orchestras means an orchestra which is a UK-registered limited company, with a professional management structure and a member of the Association of British Orchestras.

Premises include places where open-air events take place.

PRS for Music is the trading name of the Performing Right Society Limited.

Quarter means a period of three months within a licence-year, running so that four consecutive quarters coincide with a licence-year of twelve months.

Appendix 1

(i) Examples of optional Admissions features that have a nexus with the public performance of PRS repertoire:

- Pre-event performance • Soundcheck / Rehearsal
- Upgraded or enhanced seating or standing in a controlled area with a view of the stage/performance area
- VIP viewing platform
- Q&A session with artist(s) including a music performance

(ii) Examples of optional Admissions features that do not have a nexus with the public performance of PRS repertoire:

- Accommodation
- Travel
- Parking
- Dining
- Food • Beverage
- Merchandise • Event laminates
- Q&A, meet & greet or photograph session with artist(s) where there is no music performance
- Access to pre-purchase tickets via a pre-sales or sales channels separate to general public sale (including, for example, pre-sales to fan club members) other than on an event by event basis
- "Add on" non-music related experiences at an event (including, without limitation, access to leisure and/or sports facilities and /or activities)