

**PART 2**  
**PPL Private Function Dubbing Licence Terms and Conditions**

1. This Licence is granted by Phonographic Performance Ltd (PPL) 1 Upper James Street, London, W1F 9DE subject to these terms and conditions.
2. The Licence authorises the dubbing of sound recordings issued or to be issued by PPL's members ("PPL Records") for the purpose of dubbing and incorporating sound recordings onto video tapes/DVDs, digital storage devices or any other physical format notified by PPL, of family, domestic and private functions in the UK only ("Products").
3. The Licence is non-exclusive and non-assignable. All rights in the repertoire not expressly licensed to the Licensee by this Licence are expressly reserved.
4. PPL reserves the right to notify you in writing directly, or through its agents, from time to time on behalf of PPL members that certain repertoire shall be outside of the scope of the Licence.
5. The grant of the Licence will be subject to the licensee's undertaking to ensure that any other necessary consents or authorisation of whatsoever nature which may be required for dubbing onto Products are sought.
6. The Licence does not permit the Licensee to:
  - 6.1 Incorporate any form of advertising for third parties into Products, labelling or packaging.
  - 6.2 Imply that any non-record goods or services are endorsed by, or associated with, the artist, act or record company without such arrangements being agreed in writing beforehand.
7. Products produced by virtue of this Licence shall not be sold (other than to family members and/or participants of the private function) or commercially exploited in any way, or broadcast or included in any other communication to the public.
8. In consideration of the Licence the applicant shall pay those fees as are in force at the time of application. The Licence only takes effect when PPL has received the correct licence fees in full in cleared funds
9. The Products and/or containers must clearly display an adequate copyright notice to the effect that:

"All rights of the producer and of the owner of the recorded work are reserved. Unauthorised copying, public performance, broadcasting, sale or hiring of the programme is strictly prohibited."
10. If the Licensee is in breach of any of the terms and conditions contained in this Licence PPL shall have the right to terminate the Licence.
11. At all times, the Licensee will ensure that the technical standards of Products are such as to do full justice to the recordings which have been used.
12. The Licensee will indemnify PPL, its members and agents against any action, claims, costs or damages, losses or expenses incurred by reason of any breach of non-observance, direct or indirect by the Licensee.

13. It is the responsibility of the Licensee to abide by the terms of this Licence. Any breach of the Licence terms will be treated as a breach by the Licensee.

14. The minimum PPL licence fee should always be applied.

Notes:

- 1 Videographers are those who will be using equipment to produce a video tape/DVD (or recording on another format). There is no distinction between someone who performs this function professionally or as an amateur.
- 2 Only Named Videographers may produce Products containing PPL's repertoire (e.g. At a wedding 1 professional videographer and 4 different relatives use filming devices to produce recordings that contain PPL's repertoire. This is considered as 5 different videographers. Each of these videographers needs to be covered by a licence(s) whether it is one licence that covers all of them or each videographer has their own licence.)

**I confirm that I have read and understood these terms and conditions and agree to abide by them**

**Signature**

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**Date**

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