

TERMS AND CONDITIONS – CHURCH LICENCES

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I UK CHURCH COPYRIGHT LICENCE

1 DEFINITIONS as used in this Agreement

Active contact	The person appointed by the Church in accordance with Clause 5.10
Authorised publisher list	The list to be supplied by CCLI to the Church under this Licence containing details of the Owners participating in the Programme and whose entire Catalogue of Hymns and/or Worship Songs is available for use by the Church in accordance with the terms of this Licence subject to any additions or deletions which CCLI may make from time to time during the Licence Period as referred to in Clause 4.2.
Catalogue	Each collection of Hymns and/or Worship Songs grouped under a common name and owned and/or controlled by an Owner or Joint Owner.
CCLI	The trading name of Christian Copyright Licensing (Europe) Ltd, the company appointed as agent by Christian Copyright Licensing International to administer the programme.
CCLI's UK offices	Chantry House, 22 Upperton Road, Eastbourne, East Sussex, BN21 1BF, England or such other address as may be notified by CCLI from time to time.
Church	A distinct group of Christian worshippers congregating within the Territory for the purposes of public worship or religious studies but not including any schools or assembly of students congregating under the auspices of any school or other institute of education.
Church services	All forms of services, meetings and other related activities held by the Church in the normal course of its activities.
Church size	The average regular attendance at the Church's main service, or the average aggregate attendance of the Church's main services in the event of the Church having multiple main services. For this purpose the main service shall mean the service which is generally the best attended.
Copy Report	The electronic or paper form to be completed by the Church in accordance with Clause 5, indicating the Fixation Activity of Hymns and/or Worship Songs.
Copy Report representative	That person elected by the Church who is to be responsible for compiling and categorising the Fixation Activity of Hymns and/or Worship Songs in the Copy Report in accordance with Clause 5.

Fixation activity	The copying and/or use of such copy of Hymns and/or Worship Songs by the Church as may be permitted in exercise of any of the Rights licensed to the Church under Clause 2.
Hymns and/or Worship Songs	The words of musical compositions contained in the Song Reference List together with the words of those musical compositions referred to in Clause 2.3 all of which are available for use in the Programme.
Licence	This Licence, constituting the Licence Certificate and these Terms of Agreement.
Licence fee	The amount payable by the Church to CCLI on or before commencement of this Licence and any renewal thereof at the current rates as notified by CCLI to the Church, calculated by reference to the Church Size.
Licence kit	The kit supplied by CCLI to the Church at the commencement of the Licence Period, containing the Licence Certificate, Copy Report and reference material.
Licence period	The period of one year from the start of the date of the Licence, or any anniversary thereof on which the Licence is renewed.
Owners	The various persons who alone or jointly own and/or control the Rights in the Hymns and/or Worship Songs.
Programme	The Church Copyright Licence programme which CCLI is operating on behalf of the Owners, and which enables CCLI to grant the non-exclusive licences of rights contained in this Licence.
Rights	The rights licensed non-exclusively to the Church pursuant to Clause 2.
Song reference list	A partial listing of the most active Hymns and/or Worship Songs compiled from the Catalogues and contained in the Copy Report and updated by CCLI from time to time during the Licence Period as referred to in Clause 4.2.
Territory	The United Kingdom of Great Britain and Northern Ireland and Eire.

- 1.2 Reference to the singular includes a reference to the plural and vice versa.
- 1.3 Reference to any gender includes a reference to all other genders.
- 1.4 Words importing persons shall include firms, corporations and unincorporated associations.

- 1.5 Unless the context otherwise requires, reference to any Clause or Recital is to a Clause or Recital (as the case may be) of or to this Licence.
- 1.6 The headings to the Clauses in this Licence are for ease of reference only and shall not form any part of this Licence for the purposes of construction.

2. LICENCE OF RIGHTS

- 2.1 Subject to and in consideration of the payment of the Licence Fee by the Church to CCLI and subject to the full and timely performance and observance by the Church of its obligations warranties and undertakings contained in this Licence, CCLI grants to the Church a non-exclusive licence of the following rights in the words of the Hymns and/or Worship Songs in the Territory for the Licence Period.
 - 2.1.1 To reproduce (but not by way of photocopying) the words of Hymns and/or Worship Songs and to reproduce (whether by way of photocopying or otherwise) such reproduction in bulletins, liturgies, programmes, worksheets, posters and blackboards.
 - 2.1.2 To reproduce the words of Hymns and/or Worship Songs in bound or unbound books compiled by the Church.
 - 2.1.3 To make transparencies slides or to utilise electronic storage and retrieval methods, but in each case only for the visual projection of the words of Hymns and/or Worship Songs.
- 2.2 The Church may only exercise the Rights for the purposes of the distribution and use of copies of the words of Hymns and/or Worship Songs in Church Services, and provided that any such use is only by the Church or those people who attend the Church Services whilst so attending.
- 2.3 The Church may also exercise the Rights in respect of the words of Hymns and/or Worship Songs included and available for use in the Programme by virtue of their inclusion in any Catalogue but which are not contained in the Song Reference List.
- 2.4 The Church may only use copies of any words of Hymns and/or Worship Songs produced in exercise of any of the Rights during the Licence Period provided that such copies may be used following renewal of this Licence pursuant to Clause 6.
- 2.5 The quantity of copies of the words of Hymns and/or Worship Songs which the Church may make in exercise of its Rights pursuant to Clause 2.1 shall not exceed the Church Size provided that the Church may make additional copies on prior payment to CCLI of an additional licence fee. The amount of such additional licence fee shall be the same as the Licence Fee applicable to a Church of a size equal to the total number of copies of the words of Hymns and/or Worship Songs which the Church intends to make less the Licence Fee paid for this Licence

3.0 RESERVED RIGHTS

- 3.1 The following rights are excluded from the Programme and are reserved to the Owners:
 - 3.1.1 To photocopy or duplicate the whole or any part of any Hymn and/or Worship Song.
 - 3.1.2 To distribute copies of the words of any Hymns and/or Worship Songs created in exercise of the Rights for use outside of Church Services.
 - 3.1.3 To rent or sell or otherwise dispose of copies of any Hymns and/or Worship Songs created in exercise of the Rights referred to in Clauses 2.1.1 to 2.1.4 (inclusive) for any

form of direct or indirect remuneration or consideration whether by way of direct payment, gift, donation, free will offering or any other such payments.

- 3.1.4 To alter or make adaptations or arrangements of the words of Hymns and/or Worship Songs or to translate the words of Hymns and/or Worship Songs into other languages.
- 3.1.5 To perform any of the words of Hymns and/or Worship Songs.
- 3.1.6 To exercise any rights in any Hymns and/or Worship Songs not specifically licensed to the Church hereunder including without limitation any rights in any musical work comprised in or forming part of any Hymn and/or Worship Song.
- 3.2 All other rights not expressly granted to the Church are reserved to the Owner

4.0 CCLI'S DUTIES

- 4.1 CCLI shall supply the Church with a Licence Kit at the commencement of the Licence Period.
- 4.2 CCLI shall keep the Church informed of any additions or deletions to the Song Reference List and the Authorised Publisher List from time to time during the Licence Period.

5.0 CHURCH DUTIES

- 2.1 The Church warrants, represents, undertakes and agrees that:
- 5.1 The Church has the right to enter into and perform this Licence.
- 5.2 The Church shall only exercise the Rights in relation to the Hymns and/or Worship Songs referred to in Clause 2.3, and the Hymns and/or Worship Songs contained in the Song Reference List as updated by CCLI from time to time during the Licence Period, and the Church shall forthwith cease exercising any of the Rights in relation to any Hymn and/or Worship Song which is withdrawn from the Song Reference List or in respect of Hymns and/or Worship Songs referred to in Clause 2.3 which are withdrawn from the Catalogues, and the provisions of Clause 8.2 shall apply in respect of any such Hymns and/or Worship Songs.
- 5.3 The Church shall not by any act or omission impair or prejudice the copyright in any of the Hymns and/or Worship Songs.
- 5.4 The Church shall not alter the words of any Hymn and/or Worship Song.
- 5.5 The Church shall ensure that every reproduced version of the words of any Hymn and/or Worship Song produced in exercise of any of the Rights shall contain the full and correct song title, writer credit(s) and copyright notice (all of which information is contained in the Song Reference List) in substantially the following form:
 - “[Title]” words and music by [writer(s)]
 - [year] [name of copyright owner]
 - Used By Permission. CCL No. []
- 5.6 If a Hymn and/or Worship Song is not listed on the Song Reference List and is one in relation to which Clause 2.3 applies, the Church shall obtain the information required under Clause 5.5 direct from the appropriate Owner and CCLI shall on request supply the address and telephone number of such Owner.

- 5.7 The Church shall supply to CCLI a copy of any reproduced version of a Hymn and/or Worship Song produced in exercise of any of the Rights by the Church within 14 days following request from CCLI.
- 5.8 The Church shall update the Copy Report during the Licence Period by recording contemporaneously the Fixation Activity of Hymns and/or Worship Songs in accordance with the instructions contained in the Copy Report.
- 5.9 The Church shall appoint a Copy Report Representative who shall be responsible for completing the Copy Report pursuant to Clause 5.8.
- 5.10 The Church shall appoint an Active Contact who shall receive from CCLI renewal reminders, licence mailings and news updates on behalf of the Church.
- 5.11 The Church shall send the duly completed Copy Report to CCLI on the expiry of the Licence Period.
- 5.12 The Church shall not use, reproduce or exploit in any way any Hymn and/or Worship Song except as expressly permitted hereunder and unless in a way included in the grant of Rights pursuant to Clause 2.
- 5.13 The Church hereby indemnifies and undertakes to indemnify CCLI and keep CCLI at all times fully indemnified from and against all claims, actions, proceedings, liability loss, damage costs and expenses of any kind which CCLI may directly or indirectly incur or suffer by reason of the Church being in breach of, or failing to perform, or which arise directly or indirectly out of any breach or non-performance by the Church of any of the Church's warranties, representations, undertakings or obligations contained or implied in this Licence.

6.0 RENEWAL OF LICENCE

- 6.1 Subject to Clause 7.2 the Church may renew the Licence for a further period of one year on payment, prior to the end of the Licence Period, of the then current Licence Fee as may be increased provided that the Copy Report has been duly completed and submitted to CCLI in accordance with Clause 5.
- 6.2 Any renewal of this Licence shall be on the same terms as those contained in this Licence or on such other terms as may reasonably be stipulated by CCLI provided that prior notice is given to the Church.
- 6.3 CCLI shall have the right to increase the Licence Fee payable on any renewal of this Licence provided that prior written notice is given to the Church.
- 6.4 The Church shall upon renewal of this Licence inform CCLI of any change in its Church Size at the end of the Licence Period so that the appropriate Licence Fee payable on renewal can be determined.

7.0 TERMINATION

- 7.1 CCLI shall have the right to terminate this Licence if the Church is in breach of any of the terms and conditions of this Licence and in the case of a remediable breach shall have failed to remedy the same within 21 days after receipt of notice in writing from CCLI specifying such breach and requiring remedy.
- 7.2 If CCLI's right to grant a licence in respect of any rights contained in this Licence is terminated during the Licence Period the validity of the licence of such rights contained in this Licence shall not be affected and will continue until the end of the Licence Period

provided that CCLI shall be under no obligation to grant a licence of any such rights on any renewal of this Licence.

- 7.3 The Church shall have the right to terminate this Licence at any time upon 30 days written notice to CCLI and the Church will be entitled to a refund of the Licence Fee as follows:
 - 7.3.1 If the notice requesting termination is received by CCLI in the first three months of the Licence Period the Church shall receive the Licence Fee less a handling charge of 25%.
 - 7.3.2 Thereafter the refund shall be the pro-rata portion of the Licence Fee by reference to the un-expired period of the Licence Period calculated from the date of termination less a handling charge of 25%.
 - 7.3.3 CCLI shall pay the appropriate refund within 21 days of receipt by CCLI of the duly completed Copy Report in accordance with Clause 8.1.

8.0 EFFECT OF TERMINATION

In the event of termination of this Licence, whether under Clause 7 or otherwise, and whether by CCLI or by the Church:

- 8.1 The Church shall prepare and deliver to CCLI on the date of termination the Copy Report duly completed for the period up until that date.
- 8.2 The Church shall forthwith cease to exercise any of the Rights in relation to any Hymn and/or Worship Song and shall forthwith cease to use any copies of Hymns and/or Worship Songs made in exercise of the Rights and shall allow delivery-up or arrange for destruction of all such copies of Hymns and/or Worship Songs at the option of CCLI.

9.0 ASSIGNMENT

- 9.1 CCLI shall have the right to assign or license or sub-license the whole or any part of the benefit of this Licence and CCLI's rights under this Licence.
- 9.2 This Licence is personal to the Church and the Church may not assign or license or sub-license the whole or any part of the benefit of this Licence and the Church's rights under this Licence except with the prior written consent of CCLI.

10.0 NOTICE

- 10.1 Any notice or other document required to be given under this Licence or any communication between the parties with respect to any of the provisions of this Licence shall be in writing and be deemed duly given if signed by or on behalf of a duly authorised officer of the party giving the notice and if left at or sent by pre-paid, registered or recorded delivery post or by telex, telegram, cable, facsimile transmission or other means of telecommunication in permanent written form to the address of the party receiving such notice as set out at the head of this Licence or as notified between the parties for the purpose of this Clause 10.
 - 10.2 Any such notice or other communication shall be deemed to be given to and received by the addressee:
 - 10.2.1 at the time the same is left at the address of or handed to a representative of the party to be served
 - 10.2.2 by post on the day not being a Sunday or Public Holiday two days following the date of posting

- 10.2.3 in the case of a telex, telegram, cable, facsimile transmission or other means of telecommunication on the next following day.
- 10.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched, and despatch of the transmission was confirmed and/or acknowledged as the case may be.

11.0 GENERAL

- 11.1 Whilst the provisions of this Licence are considered reasonable by the parties hereto it is hereby agreed and declared that if any provision of this Licence shall be adjudged by a court of competent jurisdiction for any reason to be void, voidable or unenforceable but would be valid or enforceable if it were varied, or if some part or parts thereof were deleted, or if the scope or period or area of application were reduced, then notwithstanding Clause 11.4 such provision shall apply with such variation, deletion or modification as may be necessary to make it valid, lawful and enforceable.
- 11.2 In the event of any term or provision of this Licence being held for any reason to be invalid, unlawful or unenforceable this shall not affect the validity, legality or enforceability of any other term or provision of this Licence or of the remainder of this Licence as a whole.
- 11.3 This Licence contains the entire understanding between the parties hereto relating to the subject matter hereof, and all prior agreements between the parties relating thereto have been merged herein and are superseded by this Licence and no representations or warranties relating to matters covered by this Licence have been made other than those expressly provided for in this Licence, provided that no provision of this Licence shall exclude or limit the liability of any party to this Licence for fraudulent misrepresentation.
- 11.4 CCLI shall have the right to amend these terms and conditions from time to time by giving not less than 45 days written notice of any change to the Church.
- 11.5 This Licence shall be binding upon and enure for the benefit of the successors of the parties (including where applicable their personal representatives, successors and assigns).
- 11.6 No waiver by either party hereto of any breach of any warranty, covenant or provision of this Licence shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other warranty, covenant or provision and the rights and remedies of the parties hereto shall be cumulative and none of them shall be exclusive of any other or others or of any right, remedy or priority allowed by law.
- 11.7 This Licence shall not be deemed to constitute a partnership or joint venture or contract of employment between the parties.
- 11.8 This Licence shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

II UK CHURCH MUSIC REPRODUCTION LICENCE

1 DEFINITIONS as used in this Agreement

Authorised catalogue list	The list, compiled by CCLI and provided to Licensees, of Song Owners whose entire collection of Songs is available to be licensed by CCLI in accordance with the terms of the Licence.
Authorised publisher list	The list, compiled by CCLI and provided to Licensees, of Song Owners whose entire collection of Songs is available to be licensed by CCLI in accordance with the terms of the Licence.
CCLI	The trading name of Christian Copyright Licensing (Europe) Ltd, the company appointed as agent by Christian Copyright Licensing International to administer the programme.
CCLI's UK offices	Chantry House, 22 Upperton Road, Eastbourne, East Sussex, BN21 1BF, England or such other address as may be notified by CCLI from time to time.
Copy Report	The electronic or paper form to be completed by the Church in accordance with Clause 5, indicating the Fixation Activity of Hymns and/or Worship Songs.
Licence certificate	The certificate provided to each Licensee on commencement of the Music Reproduction Licence, containing details of that particular Music Reproduction Licence, including the Music Reproduction Licence Number.
Licence kit	Those materials supplied by CCLI to the Licensee at the commencement of the Licence Period, containing the Copy Report, the Authorised Catalogue List, the Authorised Publisher List and the Photocopy Licence Certificate.
Licence period	The period of one year from the date of the Licence.
Licensee	That individual, church or organisation which enters into the Music Reproduction Licence with CCLI for the Photocopying of Songs.
Music Reproduction Licence or Licence	That licence entered into by Licensees for the Photocopying of Songs.
Music Reproduction Licence Fee	That amount payable annually by the Licensee to CCLI before commencement of this Licence, at the rate specified by CCLI.
Music Reproduction Licence Number	That unique number associated with a Licence and listed on the Licence Certificate.

Owner	The person who owns or controls the Relevant Copyright in a Song and/or the person who owns or controls the copyright in the Territory in the typographical arrangement of a publication (as the case requires).
Photocopy or photocopies	The exact reproduction of Songs,
Photocopy or photocopying	The act of making an exact reproduction.
Programme	The Music Reproduction Licence Programme under which CCLI licenses the Photocopying of Songs in accordance with this Agreement.
Publication	Any publication or part of a publication to the extent that it contains a Song or Songs.
Reporter	The person elected by a Licensee to be responsible for the completion of the Copy Report and its return at the end of the Licence Period.
Reserved rights	The Rights listed in Clause 2.2 which are specifically reserved to the Owner.
Rights	The non-exclusive rights listed in Clause 2.1 to Photocopy Songs from Publications and to use the Photocopies in the way set out in clause 2.1.
Songs	Compositions (including titles, words and music) licensed to CCLI by Song Owners for inclusion in and use as part of the Programme and licensed by CCLI to Licensees under Music Reproduction Licence.
Territory	The United Kingdom of Great Britain and Northern Ireland and Eire.

2.0 LICENCE OF RIGHTS

2.1 After the Licensee has applied and paid for a Music Reproduction Licence, CCLI grants to the Licensee a non-exclusive licence of the following rights in the Territory for the Licence Period:

2.1.1 To Photocopy Songs whose Owner is on the Authorised Catalogue List, from Publications intended for congregational use, whose Owner is on the Authorised Publisher List, subject to the following conditions and exceptions:

2.1.1.1 The Licensee must have purchased one original copy of the Publication being Photocopied. (In the event the original Publication is permanently out of print, then this condition does not apply.)

- 2.1.1.2 Where more than 25 years have elapsed following the end of the calendar year in which the Publication or part of the Publication containing a Song was first published then the Publication Owner does not have to be on the Authorised Publisher List for such Song from such Publication to be Photocopied.
- 2.1.1.3 To lend Photocopies made in accordance with Clause 2.1.1 to persons forming part of the Licensee's congregation for the purpose of singing the Songs and related congregational use on the basis that they will or may be returned.
- 2.1.1.4 To make customised instrumental arrangements of music compositions provided that no published version is available. All aspects of the music, apart from the instrumentation, must remain unchanged. The church must have purchased an original copy of the music
- 2.2.0 The Rights granted to the Licensee in this Agreement shall exclude the following Reserved Rights:
 - 2.2.1 To distribute Photocopies of Songs created in exercise of the Rights for use outside of Licensee's need.
 - 2.2.2 To loan, transfer, donate or otherwise give Photocopies of Songs made under the Music Reproduction Licence to any other Licensee or other person, whether or not they hold a licence from CCLI under the Programme to Photocopy Songs, other than as set out in Clause 2.1.2.
 - 2.2.3 To rent or sell or otherwise dispose of any Photocopies of Songs created in exercise of the Rights referred to in Clause 2.1 for any form of direct or indirect remuneration or consideration, whether by way of direct payment, gift, donation, free will offering, or any other such payments, provided that the taking of collections at religious services shall not be regarded for the purposes of this provision as any form of remuneration or consideration.
 - 2.2.4 To Photocopy or duplicate by any other means Songs in the form of choral sheet music (octavos), cantatas, musicals, handbell music, keyboard music, vocal solos or instrumental works or, without limitation, in any form other than one intended to be sung by congregations.
- 2.3 All other rights not specifically granted in Clause 2.1 are reserved to the Owners. For permission to exercise any of the rights not specifically granted in this Agreement, the Licensee must contact the Owner directly.
- 2.4 The Licensee may only exercise the Rights listed in Clause 2.1 for the purposes of distribution and use of those Photocopies only by the Licensee for use as set out in Clause 2.1
- 2.5 The Licensee may only use Photocopies made under this Licence while the Licence is current.
- 2.6 This Licence is non-transferable and may not be assigned or sub-licensed by the Licensee.
- 3.0 CCLI'S DUTIES
 - 3.1 CCLI shall supply the Licensee with a Music Reproduction Licence Kit at the commencement of the Licence Period.
 - 3.2 CCLI shall inform the Licensee of any additions deletions or amendments to the Authorised Catalogue List and the Authorised Publisher List from time to time during the

Licence Period and the Licensee shall be bound by any such information received by it from CCLI.

4.0 LICENSEE'S DUTIES

The Licensee covenants and agrees that:

- 4.1 The Licensee will only make Photocopies as set out in Clause 2.
- 4.2 The Licensee will inscribe every Photocopy made with the Licensee's Music Reproduction Licence Number, in the following format:

Photocopied By Permission. MRL No. []
- 4.3 The Licensee shall not alter or change any Publication or Song.
- 4.4 The Licensee shall not, by any act or omission, impair or prejudice the copyright in any of the Songs or in the typographical arrangement of any of the Publications.
- 4.5 The Licensee shall appoint a Licence Reporter who shall be responsible for completing the Copy Report.
- 4.6 Any and all Photocopies of Songs made under this Music Reproduction Licence will be recorded in the Copy Report, in the detail and manner specified in the instructions in the Copy Report.
- 4.7 The Licensee shall ensure all those making copies under the terms of this licence are aware of the location of the Copy Report (booklet or PC installation) and of their obligation to report all copying activity and of the terms of this Music Reproduction Licence
- 4.8 Where Photocopies of Songs are made under this Licence outside of the Licensee's premises the Licensee shall ensure that any person making those Photocopies will be aware of and comply with the terms of this Licence.
- 4.9 The Licensee shall send the completed Copy Report to CCLI on the expiry of the Licence Period.
- 4.10 The Licensee shall supply to CCLI a copy of any Photocopy of a Song made under the Licence within 14 days following request from CCLI.
- 4.11 The Licensee acknowledges that the Authorised Catalogue List and the Authorised Publisher List may vary from time to time and that variation does not give rise to any rights against CCLI by the Licensee and the Licensee shall forthwith upon notification cease exercising the Rights in relation to any Song and/or Publication which is withdrawn from the Authorised Catalogue List or the Authorised Publisher List and the provisions of Clauses 8.2 and 8.3 shall apply in respect of any such Songs and/or Publications.
- 4.12 The Licensee warrants and represents that it has the right to enter into and perform its obligations under this Licence.

5.0 INDEMNITY

- 5.1 CCLI shall indemnify the Licensee from and against any legal actions, proceedings, claims, demands, costs and expenses arising out of or in connection with this Agreement provided that:

- 5.1.1 The Licensee has strictly adhered to all terms of this Agreement.
- 5.1.2 The action directly relates to the use by the Licensee in accordance with the terms of this Agreement of material that is subject to this Agreement.
- 5.2 The Licensee shall indemnify CCLI from and against all claims, actions, proceedings, demands, liability, loss, damage, costs and expenses of any kind or liability directly or indirectly incurred or suffered by or brought or made or recovered against CCLI by reason of the Licensee being in breach of or failing to perform or which arise directly or indirectly out of any breach or non-performance by the Licensee of any of the Licensee's warranties, representations, undertakings or obligations contained or implied in this Agreement.

6.0 RENEWAL OF MUSIC REPRODUCTION LICENCE

- 6.1 The Licensee may renew this Licence for a further Licence Period on prior payment of the Licence Fee as notified by CCLI, and completion and return of the Copy Report, provided that CCLI reserves the right to refuse to renew this Licence in its absolute discretion.
- 6.2 The terms for each renewal will be the same as for this Licence or on other terms as may be reasonably stipulated by CCLI provided that notice thereof is given to the Licensee.
- 6.3 CCLI may increase the Licence Fee payable on renewal provided that written notice of such increases is given by CCLI to the Licensee.

7.0 TERMINATION

- 3.1 Subject to Clause 7.1.1, CCLI may terminate this Licence by notice in writing with immediate effect if the Licensee is in breach of any of the terms and conditions of this Licence.
 - 3.1.1 Where it is possible for the Licensee to remedy the breach, CCLI will give notice to the Licensee in writing of the breach and the required remedy, and if the breach has not been remedied to CCLI's satisfaction within 21 days CCLI may terminate this Licence by notice in writing with immediate effect.
 - 3.1.2 No part of the Licence Fee will be refunded to the Licensee where CCLI terminates this Licence in accordance with Clause 7.1 or Clause 7.1.1.
- 3.2 The Licensee may terminate this Licence upon 30 days written notice to CCLI.
 - 3.2.1 If the notice is received by CCLI within the first three months of the Licence Period, Licensee shall receive the Licence Fee less 25% handling charge. Thereafter, the refund shall be the pro-rata portion of the unexpired period less 25% handling charge.
 - 3.2.2 CCLI shall pay the appropriate refund within 21 days of receipt of the completed Copy Report in accordance with Clause 8.1
- 3.3 Termination of this Licence shall not affect any rights or remedies which accrue to either party before or on such termination.

8.0 EFFECT OF EXPIRY OR TERMINATION

At expiry or termination of this Licence the Licensee shall:

Complete and return the Copy Report within 30 days of such expiration or termination.

Cease to make Photocopies under this Licence.

Deliver to CCLI or destroy all Photocopies made under this Licence, at the option of CCLI, within 30 days of such expiration or termination.

9.0 COSTS

Each party shall bear its own costs arising out of the preparation of this Agreement.

10.0 ASSIGNMENT

3.1 CCLI shall have the right to assign or license or sub-license the whole or any part of the benefit of this Licence and CCLI's rights under this Licence.

3.2 This Licence is personal to the Licensee and the Licensee may not assign or license or sub-license the whole or any part of the benefit of this Licence and the Licensee's rights under this Licence except with the prior written consent of CCLI.

11.0 GENERAL

CCLI shall have the right to amend these terms and conditions from time to time by giving not less than 45 days written notice of any change to the Church

12.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.

III EIRE CHURCH COPYRIGHT LICENCE

1 DEFINITIONS as used in this Agreement

Authorised publisher list	The list to be supplied by CCLI to the Church under this Licence containing details of the Owners participating in the Programme and whose entire Catalogue of Hymns and/or Worship Songs is available for use by the Church in accordance with the terms of this Licence subject to any additions or deletions which CCLI may make from time to time during the Licence Period as referred to in Clause 4.2.
Catalogue	Each collection of Hymns and/or Worship Songs grouped under a common name and owned and/or controlled by an Owner or Joint Owner.
CCLI	The trading name of Christian Copyright Licensing (Europe) Ltd, the company appointed as agent by Christian Copyright Licensing International to administer the programme.
CCLI's UK offices	Chantry House, 22 Upperton Road, Eastbourne, East Sussex, BN21 1BF, England or such other address as may be notified by CCLI from time to time.
Church	A distinct group of Christian worshippers congregating within the Territory for the purposes of public worship or religious studies but not including any schools or assembly of students congregating under the auspices of any school or other institute of education.
Church services	All forms of services, meetings and other related activities held by the Church in the normal course of its activities.
Church size	The average regular attendance at the Church's main service, or the average aggregate attendance of the Church's main services in the event of the Church having multiple main services. For this purpose the main service shall mean the service which is generally the best attended.
Copy Report	The electronic or paper form to be completed by the Church in accordance with Clause 5, indicating the Fixation Activity of Hymns and/or Worship Songs.
Copy Report representative	That person elected by the Church who is to be responsible for compiling and categorising the Fixation Activity of Hymns and/or Worship Songs in the Copy Report in accordance with Clause 5.
Fixation activity	The copying and/or use of such copy of Hymns and/or Worship Songs by the Church as may be permitted in exercise of any of the Rights licensed to the Church under Clause 2.

Hymns and/or Worship Songs	The words of musical compositions contained in the Song Reference List together with the words of those musical compositions referred to in Clause 2.3 all of which are available for use in the Programme.
Licence	This Licence, constituting the Licence Certificate and these Terms of Agreement.
Licence fee	The amount payable by the Church to CCLI on or before commencement of this Licence and any renewal thereof at the current rates as notified by CCLI to the Church, calculated by reference to the Church Size.
Licence kit	The kit supplied by CCLI to the Church at the commencement of the Licence Period, containing the Licence Certificate, Copy Report and reference material.
Licence period	The period of one year from the start of the date of the Licence, or any anniversary thereof on which the Licence is renewed.
Owners	The various persons who alone or jointly own and/or control the Rights in the Hymns and/or Worship Songs.
Programme	The Church Copyright Licence programme which CCLI is operating on behalf of the Owners, and which enables CCLI to grant the non-exclusive licences of rights contained in this Licence.
Rights	The rights licensed non-exclusively to the Church pursuant to Clause 2.
Song reference list	A partial listing of the most active Hymns and/or Worship Songs compiled from the Catalogues and contained in the Copy Report and updated by CCLI from time to time during the Licence Period as referred to in Clause 4.2.
Territory	The United Kingdom of Great Britain and Northern Ireland and Eire.

- 1.1 Reference to the singular includes a reference to the plural and vice versa.
- 1.2 Reference to any gender includes a reference to all other genders.
- 1.3 Words importing persons shall include firms, corporations and unincorporated associations.
- 1.4 Unless the context otherwise requires, reference to any Clause or Recital is to a Clause or Recital (as the case may be) of or to this Licence.

1.5 The headings to the Clauses in this Licence are for ease of reference only and shall not form any part of this Licence for the purposes of construction.

2. LICENCE OF RIGHTS

2.6 Subject to and in consideration of the payment of the Licence Fee by the Church to CCLI and subject to the full and timely performance and observance by the Church of its obligations warranties and undertakings contained in this Licence, CCLI grants to the Church a non-exclusive licence of the following rights in the words of the Hymns and/or Worship Songs in the Territory for the Licence Period.

2.6.1 To reproduce (but not by way of photocopying) the words of Hymns and/or Worship Songs and to reproduce (whether by way of photocopying or otherwise) such reproduction in bulletins, liturgies, programmes, worksheets, posters and blackboards.

2.6.2 To reproduce the words of Hymns and/or Worship Songs in bound or unbound books compiled by the Church.

2.6.3 To make transparencies slides or to utilise electronic storage and retrieval methods, but in each case only for the visual projection of the words of Hymns and/or Worship Songs.

2.6.4 To record the words of Hymns and/or Worship Songs in Church Services by either audio or audio-visual means, subject to the limits stated in the reference material.

2.7 The Church may only exercise the Rights for the purposes of the distribution and use of copies of the words of Hymns and/or Worship Songs in Church Services, and provided that any such use is only by the Church or those people who attend the Church Services whilst so attending.

2.8 The Church may also exercise the Rights in respect of the words of Hymns and/or Worship Songs included and available for use in the Programme by virtue of their inclusion in any Catalogue but which are not contained in the Song Reference List.

2.9 The Church may only use copies of any words of Hymns and/or Worship Songs produced in exercise of any of the Rights during the Licence Period provided that such copies may be used following renewal of this Licence pursuant to Clause 6.

2.10 The quantity of copies of the words of Hymns and/or Worship Songs which the Church may make in exercise of its Rights pursuant to Clause 2.1 shall not exceed the Church Size provided that the Church may make additional copies on prior payment to CCLI of an additional licence fee. The amount of such additional licence fee shall be the same as the Licence Fee applicable to a Church of a size equal to the total number of copies of the words of Hymns and/or Worship Songs which the Church intends to make less the Licence Fee paid for this Licence.

3.0 RESERVED RIGHTS

3.3 The following rights are excluded from the Programme and are reserved to the Owners:

3.3.1 To photocopy or duplicate the whole or any part of any Hymn and/or Worship Song.

3.3.2 To distribute copies of the words of any Hymns and/or Worship Songs created in exercise of the Rights for use outside of Church Services.

3.3.3 To rent or sell or otherwise dispose of copies of any Hymns and/or Worship Songs created in exercise of the Rights referred to in Clauses 2.1.1 to 2.1.4 (inclusive) for any

form of direct or indirect remuneration or consideration whether by way of direct payment, gift, donation, free will offering or any other such payments.

- 3.3.4 To alter or make adaptations or arrangements of the words of Hymns and/or Worship Songs or to translate the words of Hymns and/or Worship Songs into other languages.
 - 3.3.5 To perform any of the words of Hymns and/or Worship Songs.
 - 3.3.6 To record the words of any Hymns and/or Worship Songs in Church Services by either audio or audio-visual means outside of the limits stated in the reference material.
 - 3.3.7 To exercise any rights in any Hymns and/or Worship Songs not specifically licensed to the Church hereunder including without limitation any rights in any musical work comprised in or forming part of any Hymn and/or Worship Song.
- 3.4 All other rights not expressly granted to the Church are reserved to the Owner

4.0 CCLI'S DUTIES

- 4.3 CCLI shall supply the Church with a Licence Kit at the commencement of the Licence Period.
- 4.4 CCLI shall keep the Church informed of any additions or deletions to the Song Reference List and the Authorised Publisher List from time to time during the Licence Period.

5.0 CHURCH DUTIES

- 2.2 The Church warrants, represents, undertakes and agrees that:
- 5.14 The Church has the right to enter into and perform this Licence.
- 5.15 The Church shall only exercise the Rights in relation to the Hymns and/or Worship Songs referred to in Clause 2.3, and the Hymns and/or Worship Songs contained in the Song Reference List as updated by CCLI from time to time during the Licence Period, and the Church shall forthwith cease exercising any of the Rights in relation to any Hymn and/or Worship Song which is withdrawn from the Song Reference List or in respect of Hymns and/or Worship Songs referred to in Clause 2.3 which are withdrawn from the Catalogues, and the provisions of Clause 8.2 shall apply in respect of any such Hymns and/or Worship Songs.
- 5.16 The Church shall not by any act or omission impair or prejudice the copyright in any of the Hymns and/or Worship Songs.
- 5.17 The Church shall not alter the words of any Hymn and/or Worship Song.
- 5.18 The Church shall ensure that every reproduced version of the words of any Hymn and/or Worship Song produced in exercise of any of the Rights shall contain the full and correct song title, writer credit(s) and copyright notice (all of which information is contained in the Song Reference List) in substantially the following form:
 - “[Title]” words and music by [writer(s)]
 - [year] [name of copyright owner]
 - Used By Permission. CCL No. []
- 5.19 If a Hymn and/or Worship Song is not listed on the Song Reference List and is one in relation to which Clause 2.3 applies, the Church shall obtain the information required

under Clause 5.5 direct from the appropriate Owner and CCLI shall on request supply the address and telephone number of such Owner.

- 5.20 The Church shall supply to CCLI a copy of any reproduced version of a Hymn and/or Worship Song produced in exercise of any of the Rights by the Church within 14 days following request from CCLI.
- 5.21 The Church shall update the Copy Report during the Licence Period by recording contemporaneously the Fixation Activity of Hymns and/or Worship Songs in accordance with the instructions contained in the Copy Report.
- 5.22 The Church shall appoint a Copy Report Representative who shall be responsible for completing the Copy Report pursuant to Clause 5.8.
- 5.23 The Church shall appoint an Active Contact who shall receive from CCLI renewal reminders, licence mailings and news updates on behalf of the Church.
- 5.24 The Church shall send the duly completed Copy Report to CCLI on the expiry of the Licence Period.
- 5.25 The Church shall not use, reproduce or exploit in any way any Hymn and/or Worship Song except as expressly permitted hereunder and unless in a way included in the grant of Rights pursuant to Clause 2.
- 5.26 The Church hereby indemnifies and undertakes to indemnify CCLI and keep CCLI at all times fully indemnified from and against all claims, actions, proceedings, liability loss, damage costs and expenses of any kind which CCLI may directly or indirectly incur or suffer by reason of the Church being in breach of, or failing to perform, or which arise directly or indirectly out of any breach or non-performance by the Church of any of the Church's warranties, representations, undertakings or obligations contained or implied in this Licence.

6.0 RENEWAL OF LICENCE

- 6.5 Subject to Clause 7.2 the Church may renew the Licence for a further period of one year on payment, prior to the end of the Licence Period, of the then current Licence Fee as may be increased provided that the Copy Report has been duly completed and submitted to CCLI in accordance with Clause 5.
- 6.6 Any renewal of this Licence shall be on the same terms as those contained in this Licence or on such other terms as may reasonably be stipulated by CCLI provided that prior notice is given to the Church.
- 6.7 CCLI shall have the right to increase the Licence Fee payable on any renewal of this Licence provided that prior written notice is given to the Church.
- 6.8 The Church shall upon renewal of this Licence inform CCLI of any change in its Church Size at the end of the Licence Period so that the appropriate Licence Fee payable on renewal can be determined.

7.0 TERMINATION

- 7.1 CCLI shall have the right to terminate this Licence if the Church is in breach of any of the terms and conditions of this Licence and in the case of a remediable breach shall have failed to remedy the same within 21 days after receipt of notice in writing from CCLI specifying such breach and requiring remedy.
- 7.2 If CCLI's right to grant a licence in respect of any rights contained in this Licence is terminated during the Licence Period the validity of the licence of such rights contained

in this Licence shall not be affected and will continue until the end of the Licence Period provided that CCLI shall be under no obligation to grant a licence of any such rights on any renewal of this Licence.

- 7.3 The Church shall have the right to terminate this Licence at any time upon 30 days written notice to CCLI and the Church will be entitled to a refund of the Licence Fee as follows:
 - 7.3.1 If the notice requesting termination is received by CCLI in the first three months of the Licence Period the Church shall receive the Licence Fee less a handling charge of 25%.
 - 7.3.2 Thereafter the refund shall be the pro-rata portion of the Licence Fee by reference to the un-expired period of the Licence Period calculated from the date of termination less a handling charge of 25%.
- 7.4 CCLI shall pay the appropriate refund within 21 days of receipt by CCLI of the duly completed Copy Report in accordance with Clause 8.1.

8.0 EFFECT OF TERMINATION

In the event of termination of this Licence, whether under Clause 7 or otherwise, and whether by CCLI or by the Church:

- 8.3 The Church shall prepare and deliver to CCLI on the date of termination the Copy Report duly completed for the period up until that date.
- 8.4 The Church shall forthwith cease to exercise any of the Rights in relation to any Hymn and/or Worship Song and shall forthwith cease to use any copies of Hymns and/or Worship Songs made in exercise of the Rights and shall allow delivery-up or arrange for destruction of all such copies of Hymns and/or Worship Songs at the option of CCLI.

9.0 ASSIGNMENT

- 9.3 CCLI shall have the right to assign or license or sub-license the whole or any part of the benefit of this Licence and CCLI's rights under this Licence.
- 9.4 This Licence is personal to the Church and the Church may not assign or license or sub-license the whole or any part of the benefit of this Licence and the Church's rights under this Licence except with the prior written consent of CCLI.

10.0 NOTICE

- 10.4 Any notice or other document required to be given under this Licence or any communication between the parties with respect to any of the provisions of this Licence shall be in writing and be deemed duly given if signed by or on behalf of a duly authorised officer of the party giving the notice and if left at or sent by pre-paid, registered or recorded delivery post or by telex, telegram, cable, facsimile transmission or other means of telecommunication in permanent written form to the address of the party receiving such notice as set out at the head of this Licence or as notified between the parties for the purpose of this Clause 10.
- 10.5 Any such notice or other communication shall be deemed to be given to and received by the addressee:
 - 10.5.1 at the time the same is left at the address of or handed to a representative of the party to be served

- 10.5.2 by post on the day not being a Sunday or Public Holiday two days following the date of posting
- 10.5.3 in the case of a telex, telegram, cable, facsimile transmission or other means of telecommunication on the next following day.
- 10.6 In proving the giving of a notice it shall be sufficient to prove that the notice was left or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched, and despatch of the transmission was confirmed and/or acknowledged as the case may be.

11.0 GENERAL

- 11.9 Whilst the provisions of this Licence are considered reasonable by the parties hereto it is hereby agreed and declared that if any provision of this Licence shall be adjudged by a court of competent jurisdiction for any reason to be void, voidable or unenforceable but would be valid or enforceable if it were varied, or if some part or parts thereof were deleted, or if the scope or period or area of application were reduced, then notwithstanding Clause 11.4 such provision shall apply with such variation, deletion or modification as may be necessary to make it valid, lawful and enforceable.
- 11.10 In the event of any term or provision of this Licence being held for any reason to be invalid, unlawful or unenforceable this shall not affect the validity, legality or enforceability of any other term or provision of this Licence or of the remainder of this Licence as a whole.
- 11.11 This Licence contains the entire understanding between the parties hereto relating to the subject matter hereof, and all prior agreements between the parties relating thereto have been merged herein and are superseded by this Licence and no representations or warranties relating to matters covered by this Licence have been made other than those expressly provided for in this Licence, provided that no provision of this Licence shall exclude or limit the liability of any party to this Licence for fraudulent misrepresentation.
- 11.12 CCLI shall have the right to amend these terms and conditions from time to time by giving not less than 45 days written notice of any change to the Church.
- 11.13 This Licence shall be binding upon and enure for the benefit of the successors of the parties (including where applicable their personal representatives, successors and assigns).
- 11.14 No waiver by either party hereto of any breach of any warranty, covenant or provision of this Licence shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other warranty, covenant or provision and the rights and remedies of the parties hereto shall be cumulative and none of them shall be exclusive of any other or others or of any right, remedy or priority allowed by law.
- 11.15 This Licence shall not be deemed to constitute a partnership or joint venture or contract of employment between the parties.
- 11.16 This Licence shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

IV EIRE CHURCH MUSIC REPRODUCTION LICENCE

1 DEFINITIONS as used in this Agreement

Authorised catalogue list	The list, compiled by CCLI and provided to Licensees, of Song Owners whose entire collection of Songs is available to be licensed by CCLI in accordance with the terms of the Licence.
Authorised publisher list	The list, compiled by CCLI and provided to Licensees, of Song Owners whose entire collection of Songs is available to be licensed by CCLI in accordance with the terms of the Licence.
CCLI	The trading name of Christian Copyright Licensing (Europe) Ltd, the company appointed as agent by Christian Copyright Licensing International to administer the programme.
CCLI's UK offices	Chantry House, 22 Upperton Road, Eastbourne, East Sussex, BN21 1BF, England or such other address as may be notified by CCLI from time to time.
Copy Report	The electronic or paper form to be completed by the Church in accordance with Clause 5, indicating the Fixation Activity of Hymns and/or Worship Songs.
Licence certificate	The certificate provided to each Licensee on commencement of the Music Reproduction Licence, containing details of that particular Music Reproduction Licence, including the Music Reproduction Licence Number.
Licence kit	Those materials supplied by CCLI to the Licensee at the commencement of the Licence Period, containing the Copy Report, the Authorised Catalogue List, the Authorised Publisher List and the Photocopy Licence Certificate.
Licence period	The period of one year from the date of the Licence.
Licensee	That individual, church or organisation which enters into the Music Reproduction Licence with CCLI for the Photocopying of Songs.
Music Reproduction Licence or Licence	That licence entered into by Licensees for the Photocopying of Songs.
Music Reproduction Licence Fee	The amount payable annually by the Licensee to CCLI before commencement of this Licence, at the rate specified by CCLI.
Music Reproduction Licence Number	That unique number associated with a Licence and listed on the Licence Certificate.

Owner	The person who owns or controls the Relevant Copyright in a Song and/or the person who owns or controls the copyright in the Territory in the typographical arrangement of a publication (as the case requires).
Photocopy or photocopies	The exact reproduction of Songs,
Photocopy or photocopying	The act of making an exact reproduction.
Programme	The Music Reproduction Licence Programme under which CCLI licenses the Photocopying of Songs in accordance with this Agreement.
Publication	Any publication or part of a publication to the extent that it contains a Song or Songs.
Reporter	The person elected by a Licensee to be responsible for the completion of the Copy Report and its return at the end of the Licence Period.
Reserved rights	The Rights listed in Clause 2.2 which are specifically reserved to the Owner.
Rights	The non-exclusive rights listed in Clause 2.1 to Photocopy Songs from Publications and to use the Photocopies in the way set out in clause 2.1.
Songs	Compositions (including titles, words and music) licensed to CCLI by Song Owners for inclusion in and use as part of the Programme and licensed by CCLI to Licensees under Music Reproduction Licence.
Territory	The United Kingdom of Great Britain and Northern Ireland and Eire.

2.0 LICENCE OF RIGHTS

2.1 After the Licensee has applied and paid for a Music Reproduction Licence, CCLI grants to the Licensee a non-exclusive licence of the following rights in the Territory for the Licence Period:

2.1.1 To Photocopy Songs whose Owner is on the Authorised Catalogue List, from Publications intended for congregational use, whose Owner is on the Authorised Publisher List, subject to the following conditions and exceptions:

- 2.1.1.1 The Licensee must have purchased one original copy of the Publication being Photocopied. In the event the original Publication is permanently out of print, then this condition does not apply.
- 2.1.1.2 Where more than 25 years have elapsed following the end of the calendar year in which the Publication or part of the Publication containing a Song was first published then the Publication Owner does not have to be on the Authorised Publisher List for such Song from such Publication to be Photocopied.
- 2.1.2 To lend Photocopies made in accordance with Clause 2.1.1 to persons forming part of the Licensee's congregation for the purpose of singing the Songs and related congregational use on the basis that they will or may be returned.
- 2.1.3 To make customised instrumental arrangements of music compositions provided that no published version is available. All aspects of the music, apart from the instrumentation, must remain unchanged. The church must have purchased an original copy of the music
- 2.2 The Rights granted to the Licensee in this Agreement shall exclude the following Reserved Rights:
 - 2.2.1 To distribute Photocopies of Songs created in exercise of the Rights for use outside of the Licensee's need.
 - 2.2.2 To loan, transfer, donate or otherwise give Photocopies of Songs made under the Music Reproduction Licence to any other Licensee or other person, whether or not they hold a licence from CCLI under the Programme to Photocopy Songs, other than as set out in Clause 2.1.2.
 - 2.2.3 To rent or sell or otherwise dispose of any Photocopies of Songs created in exercise of the Rights referred to in Clause 2.1 for any form of direct or indirect remuneration or consideration whether by way of direct payment, gift, donation, free will offering, or any other such payments, provided that the taking of collections at religious services shall not be regarded for the purposes of this provision as any form of remuneration or consideration.
 - 2.2.4 To Photocopy or duplicate by any other means Songs in the form of choral sheet music (octavos), cantatas, musicals, handbell music, keyboard music, vocal solos or instrumental works or, without limitation, in any form other than one intended to be sung by congregations.
- 2.3 All other rights not specifically granted in Clause 2.1 are reserved to the Owners. For permission to exercise any of the rights not specifically granted in this Agreement, the Licensee must contact the Owner directly.
- 2.4 The Licensee may only exercise the Rights listed in Clause 2.1 for the purposes of distribution and use of those Photocopies only by the Licensee for use as set out in Clause 2.1
- 2.5 The Licensee may only use Photocopies made under this Licence while the Licence is current.
- 2.6 This Licence is non-transferable and may not be assigned or sub-licensed by the Licensee.

3.0 CCLI'S DUTIES

- 3.1 CCLI shall supply the Licensee with a Music Reproduction Licence Kit at the commencement of the Licence Period.
- 3.2 CCLI shall inform the Licensee of any additions deletions or amendments to the Authorised Catalogue List and the Authorised Publisher List from time to time during the Licence Period and the Licensee shall be bound by any such information received by it from CCLI.

4.0 LICENSEE'S DUTIES

The Licensee covenants and agrees that:

- 4.1 The Licensee will only make Photocopies as set out in Clause 2.
- 4.2 The Licensee will inscribe every Photocopy made with the Licensee's Music Reproduction Licence Number, in the following format:

Photocopied By Permission. MRL No. []
- 4.3 The Licensee shall not alter or change any Publication or Song.
- 4.4 The Licensee shall not, by any act or omission, impair or prejudice the copyright in any of the Songs or in the typographical arrangement of any of the Publications.
- 4.5 The Licensee shall appoint a Licence Reporter who shall be responsible for completing the Copy Report.
- 4.6 Any and all Photocopies of Songs made under this Music Reproduction Licence will be recorded in the Copy Report, in the detail and manner specified in the instructions in the Copy Report.
- 4.7 The Licensee shall ensure all those making copies under the terms of this licence are aware of the location of the Copy Report (booklet or PC installation) and of their obligation to report all copying activity.
- 4.8 Where Photocopies of Songs are made under this Licence outside of the Licensee's premises the Licensee shall ensure that any person making those Photocopies will be aware of and comply with the terms of this Licence.
- 4.9 The Licensee shall send the completed Copy Report to CCLI on the expiry of the Licence Period.
- 4.10 The Licensee shall supply to CCLI a copy of any Photocopy of a Song made under the Licence within 14 days following request from CCLI.
- 4.11 The Licensee acknowledges that the Authorised Catalogue List and the Authorised Publisher List may vary from time to time and that variation does not give rise to any rights against CCLI by the Licensee and the Licensee shall forthwith upon notification cease exercising the Rights in relation to any Song and/or Publication which is withdrawn from the Authorised Catalogue List or the Authorised Publisher List and the provisions of Clauses 8.2 and 8.3 shall apply in respect of any such Songs and/or Publications.
- 4.12 And warrants and represents that it has the right to enter into and perform its obligations under this Licence.

5.0 INDEMNITY

- 5.1 CCLI shall indemnify the Licensee from and against any legal actions, proceedings, claims, demands, costs and expenses arising out of or in connection with this Agreement provided that:
 - 5.1.1 The Licensee has strictly adhered to all terms of this Agreement; and
 - 5.1.2 The action directly relates to the use by the Licensee in accordance with the terms of this Agreement of material that is subject to this Agreement.
- 5.2 The Licensee shall indemnify CCLI from and against all claims, actions, proceedings, demands, liability, loss, damage, costs and expenses of any kind or liability directly or indirectly incurred or suffered by or brought or made or recovered against CCLI by reason of the Licensee being in breach of or failing to perform or which arise directly or indirectly out of any breach or non-performance by the Licensee of any of the Licensee's warranties, representations, undertakings or obligations contained or implied in this Agreement.

6.0 RENEWAL OF MUSIC REPRODUCTION LICENCE

- 6.1 The Licensee may renew this Licence for a further Licence Period on prior payment of the Licence Fee as notified by CCLI, and completion and return of the Copy Report, provided that CCLI reserves the right to refuse to renew this Licence in its absolute discretion.
- 6.2 The terms for each renewal will be the same as for this Licence or on other terms as may be reasonably stipulated by CCLI provided that notice thereof is given to the Licensee.
- 6.1 CCLI may increase the Licence Fee payable on renewal provided that written notice of such increases is given by CCLI to the Licensee.

7.0 TERMINATION

- 7.1 Subject to Clause 7.1.1 CCLI may terminate this Licence by notice in writing with immediate effect if the Licensee is in breach of any of the terms and conditions of this Licence.
 - 7.1.1 Where it is possible for the Licensee to remedy the breach, CCLI will give notice to the Licensee in writing of the breach and the required remedy, and if the breach has not been remedied to CCLI's satisfaction within 21 days CCLI may terminate this Licence by notice in writing with immediate effect.
 - 7.1.2 No part of the Licence Fee will be refunded to the Licensee where CCLI terminates this Licence in accordance with Clause 7.1 or Clause 7.1.1.
- 7.2 The Licensee may terminate this Licence upon 30 days written notice to CCLI.
 - 7.2.1 If the notice is received by CCLI within the first three months of the Licence Period, Licensee shall receive the Licence Fee less 25% handling charge. Thereafter, the refund shall be the pro-rata portion of the unexpired period less 25% handling charge.
 - 7.2.2 CCLI shall pay the appropriate refund within 21 days of receipt of the completed Copy Report in accordance with Clause 8.1
- 7.3 Termination of this Licence shall not affect any rights or remedies which accrue to either party before or on such termination.

8.0 EFFECT OF EXPIRY OR TERMINATION

At expiry or termination of this Licence the Licensee shall:

- 8.1 Complete and return the Copy Report within 30 days of such expiration or termination.
- 8.2 Cease to make Photocopies under this Licence.
- 8.3 Deliver to CCLI or destroy all Photocopies made under this Licence, at the option of CCLI, within 30 days of such expiration or termination.

9.0 COSTS

Each party shall bear its own costs arising out of the preparation of this Agreement.

10.0 ASSIGNMENT

- 10.1 CCLI shall have the right to assign or license or sub-license the whole or any part of the benefit of this Licence and CCLI's rights under this Licence.
- 10.2 This Licence is personal to the Licensee and the Licensee may not assign or license or sub-license the whole or any part of the benefit of this Licence and the Licensee's rights under this Licence except with the prior written consent of CCLI.

11.0 GENERAL

This Licence may not be altered modified amended or changed in any way except by an instrument in writing signed by both parties.

12.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.

V UK COPYRIGHT LICENCE AGENCY CHURCH LICENCE

1. DEFINITIONS as used in this Agreement.

CCLI	The trading name of Christian Copyright Licensing (Europe) Ltd, the company appointed as agent by the CLA to administer the CLA Church Licence.
CCLI Rate Card	The tariff published by CCLI from time to time, showing the amount of Licence Fee (inclusive of shipping and handling charges and VAT) payable for different Church Sizes.
Church	A distinct group of Christian worshippers congregating within the Territory for the purposes of public worship or religious studies but not including any schools or assembly of students congregating under the auspices of any school or other institute of education.
Church services	All forms of services, meetings and other related activities held by the Church in the normal course of its activities, and all Bible study courses and other religious study courses conducted by the Church.
Church size	The average regular attendance at the Church's main service, or the average aggregate attendance of the Church's main services in the event of the Church having multiple main services. For this purpose the main service shall mean the service which is generally the best attended.
CLA	The Copyright Licensing Agency Ltd
Congregation	The body of persons regularly assembling at the Church for the purposes of Church Services.
Copy Report	The electronic or paper form to be completed by the Church in accordance with Clause 6, indicating the photocopying activity undertaken in each Licence Period for submission to CCLI.
Copyright reminder	The form of words as follows: "Readers are reminded that copyright subsists in the extract and the work from which it was taken. Except as provided for by the terms of a CLA licence and save as may be permitted by law, no further copying, storage or distribution is permitted without the consent of the copyright holder."
Digital copies	Copies in electronic form made from an original published edition owned by the Licensee.

Digitisation disclaimer	The form of words as follows: “This copy has been produced from a digital version of copyright material made under licence from the CLA and its accuracy cannot be guaranteed. Please refer to the original published edition.”
Digitisation licence	The licence and rights granted by or pursuant to Clause 2.1.2.
Digitisation repertoire	The textual content of those works forming part of Licensed Material from time to time and which are published by those publishers (listed in the schedule hereto and whose name appears on the list issued by CCLI for those purposes) as the same may be amended and periodically notified to the Licensee by CCLI or the CLA.
Digitise and digitising	The act of making a digital copy.
Excluded works and excluded categories list	Those categories of work or those individual works included on the list of Excluded Works and Excluded Categories as published and amended from time to time by CCLI and notified to the Licensee before signature of this agreement and periodically thereafter.
Expiry date	The date twelve (12) months after the commencement of this Licence.
Licence	This Licence, including the Photocopy Licence and Digitisation Licence.
Licence fee	The amount payable by the Licensee determined by reference to the Church Size as shown on the CCLI rate card.
Licence kit	The kit supplied by CCLI to the Church at the commencement of the Licence Period, containing the Licence Certificate, Copy Report and reference material.
Licence period	The period of one year from the start of the date of the Licence, or any anniversary thereof on which the Licence is renewed.
Licensed material	The textual content of original published editions of books, journals and periodicals published in the Mandating Territories in which copyright subsists; and the textual content of original published editions of books, journals and periodicals published in the United States of America by publishers on the List of Participating US Publishers, but excepting those books, journals or periodicals listed from time to time on the Excluded Works and Excluded Categories List.
List of participating US publishers	The list of publishers participating in the agreement between the Copyright Clearance Center of the United States of America (CCC) and the CLA, as notified to the Licensee before signature of this Licence and periodically thereafter.

Mandating territories	The United Kingdom, Australia, Canada (including Quebec), Denmark, France, Germany, Greece, Iceland, Ireland, New Zealand, Norway, South Africa, Spain, Sweden, the Netherlands and Switzerland, subject to such changes to this list as may from time to time be notified to the Licensee.
Photocopies	Copies made on to paper from original published editions owned by the Licensee and from Printouts, but excluding any copy in electronic form.
Photocopying licence	The Licence and rights granted by or pursuant to Clause 2.1.1.
Print out	Any printed paper copy of a Digital Copy.

2. GRANT OF LICENCE

- 2.1 In consideration of the payment of the Licence Fee CCLI, as agent of CLA, hereby grants to the Licensee the non-exclusive right upon the terms and conditions herein provided to:
- 2.1.1 make Photocopies of Licensed Material; or
- 2.1.2 make Digital Copies of such part of the Licensed Material as is included within the Digitisation Repertoire and to make Printouts of Digital Copies and photocopies of such Printouts.
- 2.2 The Licensee may use Photocopies, Printouts and Digital Copies to conduct Church Services and/or for the following purposes: to make bulletins, liturgies, programmes, worksheets and posters in connection therewith;

3. COMMENCEMENT, DURATION AND RENEWAL

- 3.1 The Licence shall commence on the first day of the next month following receipt of the application form and last until the Expiry Date unless previously terminated, and shall then continue for successive Licence Periods unless and until determined by either CCLI or CLA, or by the Licensee giving at least thirty (30) days' written notice to terminate.
- 3.2 If the notice requesting termination is received by CCLI in the first three months of the Licence Period the Church shall receive the Licence Fee less a handling charge of 25%. Thereafter the refund shall be the pro-rata portion of the Licence Fee by reference to the un-expired period of the Licence Period calculated in whole calendar months from the date of termination less a handling charge of 25%
- 3.3 The Licence Fee for any subsequent Licence Period shall be determined by reference to the latest CCLI Rate Card published by CCLI and notified to the Licensee at least two months prior to the anniversary of the Expiry Date. CCLI shall, at the same time, notify the Licensee of any other changes to the Licence.

4. CONDITIONS AND LIMITATIONS ON PHOTOCOPY LICENCE

- 4.1 It is a condition of the Photocopy Licence that no Photocopy in connection with any Church Service shall exceed the greater of five percent (5%) of any published volume or issue, or
 - 4.1.1 in the case of a periodical publication, one (1) whole article not exceeding thirty (30) pages in length in any single issue; or
 - 4.1.2 in the case of a book, one (1) chapter not exceeding thirty (30) pages in length; or
 - 4.1.3 in the case of an anthology of short stories or poems, a short story, or a poem not exceeding ten (10) pages in length.
- 4.2. The Photocopy Licence does not extend to the making of photocopies from originals which are themselves copies of the original published edition, whether such copies are made under the terms of the Licence, under the terms of any other licence or by virtue of any statutory provision.
- 4.3. No Photocopies shall be sold, lent or hired out or otherwise disposed of for valuable consideration.
- 4.4 The Licensee shall make only such number of Photocopies as are estimated in the reasonable opinion of the Licensee to be required to provide each member of the Congregation with a Photocopy.

5. CONDITIONS AND LIMITATIONS ON DIGITISATION LICENCE

- 5.1 The Licensee shall appoint one person (whose identity it shall confirm to CCLI) who may make Digital Copies; no other person within the Licensee's organisation or member of the Church is licensed to digitise any of the Digitisation Repertoire.
- 5.2 It is a condition of the Digitisation Licence that no Digital Copies in connection with any Church Service shall exceed the greater of five percent (5%) of any published volume or issue, or
 - 5.2.1 in the case of a periodical publication, one (1) whole article not exceeding thirty (30) pages in length in any single issue;
 - 5.2.2 in the case of a book, one (1) chapter not exceeding thirty (30) pages in length; or
 - 5.2.3 in the case of an anthology of short stories or poems, one (1) short story or a poem not exceeding ten (10) pages in length.
- 5.3 The Digitisation Licence does not extend to the making of Digital Copies from originals which are themselves copies of the original published edition, whether such copies are made under the terms of this Licence, under the terms of any other licence or by virtue of any statutory provision.
- 5.4 No Digital Copies shall be sold, lent, hired out or otherwise disposed of for valuable consideration.
- 5.5 The Licensee shall only make one Digital Copy (plus one back-up copy thereof) of any of the Licensed Material within the Digitisation Repertoire and shall keep the Digital Copy on a computer which is accessible only to clergy and other ecclesiastical and lay members of the Licensee's staff, and in particular shall not allow a Digital Copy to be accessible through any network (whether an intranet or the internet) on the world wide web.

- 5.6 The Licensee undertakes to use all reasonable endeavours including, but not limited to, the proofreading of the Digital Copy against the original published edition to ensure that, save as is provided in this Licence, the Digital Copy and all Printouts therefrom are an accurate representation of the textual content of the original printed pages.
- 5.7 The Licensee shall ensure that each Digital Copy includes the Copyright Reminder, the Digitisation Disclaimer, the title and the name of the author of the original published edition from which it is made, and a statement that the author may have moral rights in relation to the work. The Licensee shall not cause or permit the distortion, mutilation or other modification of, or other derogatory treatment of, the work which would be prejudicial to the honour and reputation of the author.
- 5.8 The Licensee may make Printouts of a Digital Copy and make Photocopies of any such Printouts and the provisions of clauses 4.4 and 5.7 shall apply to such Printout and Photocopies.
- 5.9 No Digital Copy or Printout shall be sold, lent, hired out or otherwise disposed of for valuable consideration.
- 5.10 The Licensee shall destroy any Digital Copy and all Printouts therefrom in its possession, power or control where it is notified by CCLI or CLA that the work from which it has been drawn has ceased to form part of the Digitisation Repertoire.

6. RECORDING SCHEME

- 6.1 The Licensee shall complete the CopyReport supplied to it by CCLI accurately and in accordance with the instructions provided, and return it on the expiry of the Licence Period and, in the event of the Licence being renewed pursuant to Clause 3, shall complete and return a CopyReport at the end of each succeeding Licence Period. In the event of the Licence being terminated, the Licensee shall complete and return a completed CopyReport on the date of termination.
- 6.2 The Licensee shall note on the CopyReport the first occasion in any one Licence Period of the making of a Photocopy of any item of the Licensed Material or the making of a Digital Copy of any item of the Licensed Material contained in the Digitisation Repertoire, and the Licensee shall write in the blank spaces provided in the logbook the title, the name of the author and, where known, the Publisher and ISBN or ISSN. The Licensee shall not be obliged to record any further acts of Photocopying or the use of any Digital Copy of such item within the same Licence Period.

7. INDEMNITY

- 7.1 In the case of any demand, CLA will indemnify the Licensee in respect of all reasonable and proper legal costs, expenses and damages (and ex gratia payments made with the prior written consent of CLA) awarded against or incurred by the Licensee. For the purposes of this Clause, "demand" shall mean any claim made in writing that the Licensee acting in pursuance of this Licence has infringed copyright in Licensed Material whether or not legal proceedings are instituted.
- 7.2 The indemnity conferred by Clause 7.1 will not apply:
 - 7.2.1 if the Licensee has not complied with the terms of this Licence in respect of the copying which is the subject of the demand; or

- 7.2.2 if the Licensee has not given CLA due notice of any demand within ten (10) working days or of any Claim Form within five (5) working days of the same having been received by the Licensee.
- 7.3 CLA will take over responsibility for any negotiations for the settlement of any demand and if such demand cannot be resolved by negotiation CLA shall be entitled to assume full responsibility for the conduct of the defence of such demand.
- 7.4 CLA shall consult the Licensee prior to the conclusion of any negotiations on the settlement of any demand and (subject to CLA's overall responsibility for the conduct of the defence of any action) take into account such views and comments as the Licensee may make.
- 7.5 The Licensee shall use all reasonable endeavours to ensure that every relevant letter, Claim Form, summons and process received by it shall be forwarded to CLA as soon as reasonably possible, but in any event no later than the period, where applicable, set out in Clause 7.2.2, and the Licensee shall ensure that no admission, offer, promise, payment or indemnity in respect thereof shall be made or given by or on its behalf or on behalf of CLA without CLA's written consent.

8. ASSIGNMENT

- 8.1. The Licensee shall not be entitled to assign or otherwise dispose of its rights or obligations hereunder without the prior written consent of CCLI.
- 8.2. CLA shall be entitled to assign its rights and obligations hereunder (except its obligation to indemnify the Licensee hereunder, which obligation may not be assigned without the Licensee's prior written consent, such consent not to be unreasonably withheld) and shall give the Licensee thirty (30) days notice of such assignment.

9. BREACH OF LICENCE

- 9.1 Should the Licensee commit any material breach of any of its obligations hereunder and remain in such breach fourteen (14) days after receiving notice from CCLI or CLA to remedy the same, CCLI or CLA may by notice to the Licensee:
 - 9.1.1 terminate this Licence, or
 - 9.1.2 suspend the terms of this Licence until CCLI and CLA shall be satisfied breaches will not recur and both shall be without prejudice to any sums already paid or due to be paid under the terms and conditions of this Licence and to any other rights of the parties.

10. INSOLVENCY

- 10.1 Either party may terminate this Licence by notice in writing to the other if and when a supervisor, receiver, administrative receiver or other encumbrancer takes possession of, or is appointed over the whole or any substantial part of the party's assets or if and when the other party enters into any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement under the Insolvency Act 1986) or if and when a petition is presented for the purpose of the making of an administration order or the winding-up of the other party which is not discharged within fourteen (14) days of the presentation of such petition or if the other party is placed into liquidation or administration or if the other party is dissolved or if a resolution for the winding-up of the other party is passed (other than a voluntary liquidation for the purpose of reconstruction

in which all creditors' claims will be discharged in full) or if a bankruptcy petition is presented against the other party which is not discharged within fourteen (14) days of its presentation.

11. VARIATION OF TERMS

- 11.1 This Licence is not subject to variation by oral representation and no variation shall be effective unless agreed in writing between the Licensee and CLA.
- 11.2 CCLI shall give not less than one (1) month's notice of any change in these terms and conditions, which shall come into effect from the commencement of the next following Licence Period.
- 11.3 The Licensee shall be deemed to have accepted and shall be bound by any change or changes in these terms and conditions of which it had been duly notified in accordance with Clause 11.2 by paying the Licence Fee.

12. DISPUTES AND GOVERNING LAW

- 12.1 This Licence shall be governed and construed in accordance with English Law. If any dispute arises out of this Licence the parties will attempt to settle it by mediation in accordance with Centre for Dispute Resolution (CEDR) Model Mediation Procedure. To initiate a mediation, a party must give notice in writing (ADR Notice) to the other party to the dispute requesting mediation. If there is any point on the conduct of the mediation upon which the parties cannot agree within fourteen (14) days from the date of ADR Notice, CEDR will, at the request of either party, decide that point for the parties, having consulted with them. The mediation will start no later than twenty eight (28) days after the date of the ADR Notice. The commencement of a mediation will not prevent the parties commencing or continuing Court proceedings nor will it prevent CCLI or CLA from exercising any of its rights under this Licence.

13. WHOLE AGREEMENT

- 13.1 This Licence is between CCLI as agent for CLA and the Licensee and comprises these Terms and Conditions [including the Schedule hereto] and
 - 13.1.1 the Excluded Works and Excluded Categories List;
 - 13.1.2 the list of Mandating Territories;
 - 13.1.3 the Reference Manual;
 - 13.1.4 the CCLI Rate card;
 - 13.1.5 the list of Publishers whose works form part of the Digitisation Repertoire.

14. NOTICES

- 14.1 Notices hereunder shall be in writing and shall be sufficiently served if sent prepaid by first class post and sent to the address of the recipient set out in this Licence or such other address as the party to be served may notify from time to time to the other party. Any notice so sent shall be deemed served on the second day after the date of posting.

VI UK PERFORMING RIGHT SOCIETY CHURCH LICENCE

CCLI advises that applicants for a PRS Church Licence may also require a Phonographic Performance Licence (PPL), available from the Phonographic Performance Ltd, for music played or performed from professionally produced CDs, videos, cassettes etc. They can be contacted at: Phonographic Performance Ltd, 1 Upper St James Street, London W1R 3HG Tel : 0207 534 1030.

1. DEFINITIONS as used in this Agreement.

CCLI	The trading name of Christian Copyright Licensing (Europe) Ltd, the company appointed as agent by the PRS to administer the CLA Church Licence.
Licence particulars	The particulars of the PRS Church Licence set out in the Licence Certificate issued by CCLI.
Licence period	The period during which the Licence granted under Clause 2 is subsisting.
Premises	The address of the premises licensed, as shown on the CCLI Licence Certificate.
Renewal Date	The day immediately following the Expiry Date specified in the Licence Particulars and each subsequent anniversary thereof.
PRS	The Performing Right Society, whose registered Head Office is 29-33 Berners Street, London W1T 3AB.
PRS repertoire	All and any musical works, including any words associated therewith, in which the rights to perform in public and to authorise others to do the same in respect of the United Kingdom are at the time of any such act vested in the PRS.

2. LICENCE

2.1 CCLI, by its signature to the Licence Certificate, grants as agent for PRS the Licensee a licence subject to the terms and conditions below authorising the public performance of the PRS repertoire at the Premises.

3. BASIS OF ROYALTY AND REVISION OF TARIFFS

3.1 In consideration of the Licence hereby granted, the Licensee shall pay a fee calculated on an annual basis ("the Licence Fee") and in accordance with the PRS Church Licence scheme in force for the time being as applied to the circumstances in which the PRS

repertoire is publicly performed at the Premises during the period in which the licensing fee is payable ("the Particulars"). A copy of the PRS Church Licence fees and categories is available from CCLI on request.

- 3.2 CCLI shall notify the Licensee in advance of any revision made to the PRS Church Licence scheme affecting the amount of the Licence Fee by sending such notification to the Licensee's last known address.
- 3.3 The revision of any Licence Fee shall take effect from date on which the revised scheme becomes effective or the date of the change of the Particulars, but in any event not earlier than 30 days after CCLI notifies the Licensee of such revision.

4. NOTIFICATION OF PARTICULARS AND CHANGE OF ADDRESS

- 4.1 The Licensee shall, within 30 days of the date of change, notify CCLI of any change in the size, contact details, or address of its church, church hall, bookshop, conference centre, or other premises (as appropriate) to enable CCLI to calculate the Licence Fee.

5. PAYMENT OF ROYALTY

- 5.1 The Licensee shall in advance of the year, or where applicable, part year of the Licence Period to which it relates and upon receipt of CCLI's reminder notice pay to CCLI the Licence Fee together with Value Added Tax thereon as follows:
 - 5.1.1 for the year or part year of the Licence Period ending on the date immediately preceding the first Renewal Date, the Licensee shall pay the Licence fee or, where applicable, a pro-rated proportion thereof; and
 - 5.1.2 thereafter for each year of the Licence Period beginning on the first Renewal Date and each succeeding Renewal Date, the Licence Fee.

6. TERMINATION OR CANCELLATION

- 6.1 CCLI shall have the right to terminate this Licence if the Licensee is in breach of any of the terms and conditions of this Licence and, in the case of a remediable breach, if the Licensee shall have failed to remedy the same within 21 days after receipt of notice in writing from CCLI specifying such breach and requiring its remedy.
- 6.2 The Licensee shall have the right to terminate this Licence at any time upon 30 days written notice and the Licensee will be entitled to a refund of the licence fee as follows:
 - 6.2.1 If the notice requesting termination is received by CCLI:
 - 6.2.1.1 within a period of three months from the commencement of the Licence Period ("the initial period"), the Licensee shall receive a refund an amount equivalent to the Licence Fee less a handling charge of 25%.
 - 6.2.1.2 after the expiry of the initial period, the Licensee shall receive a refund equivalent to the Licence Fee pro-rated by reference to the unexpired portion of the licence period calculated in whole months from the date of termination less a handling charge of 25%.

7. EXCLUSIONS

The PRS Church Licence shall not extend to or authorise:

- 7.1 the performance of a dramatico-musical work whether staged or otherwise unless such performance is given by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a radio or television set used for the purpose of giving a public performance of broadcast programmes. A dramatico-musical work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly therefor;
- 7.2 the performance of a dramatic excerpt from a dramatico-musical work unless performed by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a radio or television set used for the purpose of giving a public performance of broadcast programmes. An excerpt will be deemed to be dramatic if it is accompanied by any dramatic action whether danced, acted, or mimed and thereby (and/or through the use of costume, scenery or other visual effects) gives a visual impression of or otherwise portrays the writer's original concept of the work from which the excerpt is taken;
- 7.3 the performance of a non-dramatic excerpt or excerpts from a dramatico-musical work, however performed:
 - 7.3.1 where the total duration of the excerpt or excerpts in the course of the same programme is 25 minutes or more and/or
 - 7.3.2 where the excerpt or excerpts are a potted version of the work and/or
 - 7.3.3 where the excerpt or excerpts are or cover a complete act of the work;
- 7.4 the performance of the whole or any part of any music or any words associated therewith composed or used for a ballet if accompanied by a visual representation of that ballet or part of it, unless the performance takes place by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a television set used for the purpose of giving a public performance of broadcast programmes;
- 7.5 the performance of any musical work specially written for a son-et-lumière production when performed in or in conjunction with that production;
- 7.6 the performance of any musical work (which is not itself a dramatico-musical work) specially written for a production of a dramatic work in a theatre when performed in, or in conjunction with, that dramatic work;
- 7.7 the performance of any musical work accompanied by words other than those published or otherwise associated with it by the copyright owner;
- 7.8 the performance of any work in any altered or re-arranged form with such costume or action as to produce parodied or burlesque effects;
- 7.9 the performance of any work adapted to a dramatic form;
- 7.10 the broadcasting or other transmission of any performance or causing any performance to be audible beyond the precincts of the premises (unless such acts are specifically included in the performance particulars);
- 7.11 the performance by means of any disc, cinematograph film, tape or other recording of any musical work, if the making of such recording infringed the copyright in that work.

8. NO ASSIGNMENTS

The PRS Church Licence is personal to the Licensee. The Licensee shall not assign any of its rights or obligations under the Licence Certificate.

9. PROGRAMME RETURNS

The Licensee shall, if requested, supply to CCLI at such intervals as CCLI may reasonably request a list of musical works, performed vocally, instrumentally or mechanically at the Premises, with the names of the composer, arranger and publisher of each such work, and the number of times each has been performed.

VII UK CHURCH VIDEO LICENCE

1. DEFINITIONS as used in this Agreement

Church Size	The average regular attendance at the Church's main service or the average aggregate attendance of the Church's main services in the event of the Church having multiple main services and for these purposes the main service shall mean the service which is generally best attended.
CVLI	Christian Video Licensing International (Europe) Ltd
Licence	This Licence, constituting the Licence Certificate and these Terms of Agreement.
Licensee	The church, organisation or individual who has paid the licence fee.
Licence fee	The amount payable by the church to CVLI on or before the commencement of this Licence, and any renewal thereof at the current rates, as notified by CVLI to the Church, calculated by reference to the Church Size.
Licence period	The period of one year from the start date of the Licence.
Premises	The building(s) in which the Licensee's activities take place.
Start date	The date on which the Licence commences, usually the first day of the next month following receipt of the application form.
Term	The period beginning on the Start Date and continuing thereafter for periods of one (1) year each, unless cancelled by either party at the end of said period or any subsequent period.
PRS repertoire	All and any musical works, including any words associated therewith, in which the rights to perform in public and to authorise others to do the same in respect of the United Kingdom are at the time of any such act vested in the PRS.

2. CVLI hereby grants Licensee a non-exclusive Licence to publicly perform certain pre-recorded home videocassettes and videodiscs on its Premises.

3. CVLI warrants and represents that it has secured the appropriate rights, under the Copyright, Designs and Patents Act 1988 Chapter 48 Part I Chapter II Sections 16 & 19, to grant this Licence.
4. The public performance authorised by this Licence shall take place on the Premises specified in the application. The audience will be limited to Licensee's Premises and no specific titles will ever be advertised or publicised to the general public, and no admission or other fee will be charged to the audience.
5. The agreed Licence fee for the first Licence Period of this Licence is as specified on the current application form and is payable to CVLI. (The Licence fee is based upon facts provided by Licensee to CVLI.) Subsequent Licence Periods may include adjustments –
 - (a) based upon or equal to the Consumer Price Index (CPI) subsequent to the prior Licence fee adjustment, and
 - (b) reflecting an increase in the number of attendees at performances conducted pursuant to this Licence.

On an annual basis, or upon request by CVLI, Licensee shall furnish CVLI with the information CVLI may require to determine the Licence fee for subsequent Licence Periods. The Licence fee for each subsequent Licence Period shall be due and payable no later than each anniversary date during the term of this Licence.

6. The specific titles which may be publicly performed by the Licensee under this Licence are motion pictures produced and/or distributed by CVLI affiliated motion picture companies only. CVLI represents that it or its motion picture company licensors may not possess the appropriate rights to certain individual titles, or due to the expiration of those rights during the term of this Licence, CVLI may send the Licensee at any time during the term of this Licence binding notices that certain titles cannot be or may no longer be publicly performed under this Licence. Such notices shall be binding and effective upon the Licensee when received.
7. The Licensee may publicly perform the specific titles covered by this Licence by means of lawfully manufactured pre-recorded home videocassettes and videodiscs of those titles, acquired by Licensee from any legitimate source. The responsibility for obtaining home videocassettes and videodiscs is that of the Licensee, and the costs of acquiring such home videocassettes and videodiscs are to be borne solely by the Licensee and are separate and distinct from the agreed public performance Licence fee.
8. The Licensee may not duplicate, edit or otherwise modify the home videocassettes and videodiscs obtained for public performance purposes under this Licence.
9. Any separate fees which may be due to music publishers, or collection societies for music publishers, for the right to publicly perform the music contained in any of the motion pictures covered by this Licence are solely the Licensee's responsibility and are not the responsibility of CVLI.

10. This Licence may not be assigned by the Licensee, but may be assigned by CVLI.
11. In the event that a determination is made by a taxing authority or court of law in which the Licensee conducts business that the activity licensed herein renders the Licensee liable for the payment of a gross receipts, sales, business use or other tax which is based on the amount of CVLI's receipts from the Licensee, then the Licensee shall reimburse and indemnify CVLI within thirty (30) days of notification therefore for the Licensee's pro rata share of any such tax derived from receipts received from Licensee.
12. Any notices which the Licensee or CVLI send to each other shall be sent, postage prepaid, to the address provided, and those to the Licensee shall be to the address as listed in the Licence application form.
13. The Licensee shall have the right to terminate this Licence at any time upon 30 days written notice to CVLI and the Licensee will be entitled to a refund of the Licence Fee as follows:
 - (a) If the notice requesting termination is received by CVLI in the first three months of the Licence Period, Licensee shall receive the Licence Fee less a handling charge of 25%.
 - (b) Thereafter the refund shall be the pro-rata portion of the Licence Fee by reference to the unexpired period of the Licence Period calculated from the date of termination less a handling charge of 25%.
14. CVLI reserves the right, exercisable upon 30 days' written notice, to terminate this Licence on account of any breach by Licensee of its terms and conditions. In the event of such termination, there shall be no refund of the Licence fee. A waiver by CVLI or by Licensee of any specific breach by the other shall not constitute a waiver of any prior or subsequent breach.
14. In the event CVLI engages an attorney to enforce its rights under this Licence by virtue of the breach on the part of Licensee, of any term of this Licence, Licensee agrees to pay the reasonable costs and reasonable attorney fees incurred by CVLI.
15. Licensee acknowledges by payment of the Licence Fee published on the current application form that the information provided by Licensee herein is true, correct and complete in all respects. This Licence has been duly authorised and constitutes a legal, valid and binding obligation upon Licensee and is enforceable by its terms and conditions.
16. Any and all rights not granted to Licensee in this Licence are expressly reserved to CVLI and/or its motion picture licensors

17. The Licence application form and these Terms and Conditions together contain the full and complete agreement between CVLI and Licensee, and shall be construed in accordance with the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

VIII UK LIMITED MANUFACTURE MCPS LICENCE

These terms relate to the paid-for limited manufacture licence supplied to you by CCLI, being an agent to the Mechanical-Copyright Protection Society Limited.

To ensure you understand the terms and conditions to which you are agreeing, please consult the MCPS FAQs (www.mcps-prs-alliance.co.uk) which explain the background to this licence and the terms used.

1 DEFINITIONS used in this Agreement

Application Form	The form that you have completed and submitted to us to apply for the Licence
CCLI	The trading name of Christian Copyright Licensing (Europe) Ltd, the company appointed as agent by MCPS to sell the Limited Manufacture MCPS Licence
Dramatico-Musical Works	Any ballet, opera, operetta, musical, musical play or work of a similar nature
License	The licence set out in paragraph 2.1 below, granted to you subject to these terms.
Licence Fee	The fee payable by you to purchase the Licence as set out in paragraph 5 below.
MCPS	The Mechanical-Copyright Protection Society Limited, a company registered in England with company number 00199120, whose registered office is at 29-33 Berners Street, London W1T 3AB, for whom CCLI acts as agent in administering this licence
Musical Work	Any work consisting of music and any lyrics or words written to be used with the music (if applicable), including any part of such a work
Permitted Number of Units	The number of units identified in your application form, corresponding to the licence fee paid by you to us
PMSR	Any sound recording of a Musical Work being a sound recording (as opposed to a Musical Work) the copyright in which is owned or controlled in the United Kingdom, from time to time, by MCPS (or a member of MCPS or a foreign society or a foreign society member) and where such party has authorised MCPS to license such recordings as so-called production or library music
Product	The following physical formats: CD, cassette, minidisk, vinyl, DAT, DVD, Blu-ray disk, HD-DVD, VHS, CD-ROM containing one or more Repertoire Works manufactured by you in accordance with these terms, as set out in more detail in your Application Form, or any other physical format notified by us
Repertoire Work	Each Musical Work the copyright in which is owned or controlled in the United Kingdom, from time to time, by MCPS (or a member of MCPS or a foreign society or a foreign society member) and each PMSR

United Kingdom	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man
Year	The period of twelve months from the date your Licence is granted

2 LICENCE

- 2.1 In consideration for your payment of the Licence Fee, and subject to the limitations and restrictions set out below, you are hereby granted a non-exclusive licence to incorporate Repertoire Works into the Product, to make the Permitted Number of Units of the Product in the United Kingdom and to distribute them in the European Union for private use.
- 2.2 You must obtain all necessary licences in relation to any Musical Work or sound recording included in a Product which is not a Repertoire Work. You must also obtain all necessary licences in relation to any other copyright material and intellectual property included in the Product. This Licence does not, for example, cover rights or interests in commercial sound recordings, films or Dramatico Musical Works.

3 LIMITATIONS

- 3.1 This Licence only applies where:
- (a) you fall within one of the categories set out in the first column of the Schedule; and
 - (b) the Product falls within one of the categories set out in the second column of the Schedule.
- 3.2 If you and/or the Product do not belong to one of the categories set out in the Schedule, you should cease your application process and contact MCPS by sending an email to limitedmanufacturing@mcps.co.uk.
- 3.3 The Licence does not apply to any Product which contains more than 120 minutes of Repertoire Works.
- 3.4 You may only manufacture and distribute (whether for free or at a price) up to 1,000 units of any one Product and a total of up to 2,500 units of different Products during a Year.
- 3.5 You may sell the Products or provide them for free. Where you choose to sell them, they cannot be sold by any third party on your behalf, only directly by you.
- 3.6 The Licence permits you to use Repertoire Works in both audio and audio-visual material.

4 EXCLUSIONS

- 4.1 This Licence will not cover the following, for which a separate licence and/or the approval of the relevant copyright owner(s) will be required:
- (a) making any adaptation or arrangement of the music and/or alteration of the lyrics of any Repertoire Work;
 - (b) using music with lyrics other than those written to be used with the music or authorised for use with the music;

- (c) using lyrics with music other than that written to be used with the lyrics or authorised for use with the lyrics;
- (d) using a Repertoire Work in the form of a parody, burlesque or any use which is defamatory or likely to be detrimental to the writer and/or performer of the work;
- (e) using a Repertoire Work with material which is of a sexual, violent, drug-related, political or other contentious nature;
- (f) using a Repertoire Work in any Product which contains, has added to it or is used in conjunction with, any kind of advertisement, sponsorship or any direct or indirect promotion of any commercial or political organisation or any form of illegal activity;
- (g) reproducing lyrics or musical notations in any printed form or textual form, whether on screen, in print or otherwise;
- (h) using a Repertoire Work which at the time of receipt of your Application Form has not been released for retail sale to the public in the European Economic Area with the copyright owner's permission;
- (i) incorporating a Repertoire Work into any toys, games, novelty products or similar products;
- (j) giving away the Product in conjunction with another product, magazine or newspaper;
- (k) any use by any commercial organisation, whether internally or externally, unless the Product has been ordered from that commercial organisation by a non-commercial third party for non-commercial purposes; and
- (l) in relation to Dramatico-Musical Works, the use of:
 - (i) extracts exceeding 20 minutes in duration;
 - (ii) "potted versions";
 - (iii) extracts which cover a complete act of the Dramatico-Musical Work; or
 - (iv) extracts which are presented in dramatic form where actors, through speech, mime or dance depict a distinct plot through which the story or associated words of the Dramatico-Musical Work are carried forward.

4.2 This Licence covers the supply by you of the Product for private use but not any of the following with respect to Repertoire Works:

- (a) copying for the purposes of broadcast or public performance;
- (b) acts of public performance;
- (c) broadcast or other communication to the public; or
- (d) use on the internet.

5 PRICES AND PAYMENT

5.1 Submitting the Application Form is an offer by you to purchase a Licence. The Licence will be made available to you once your payment has been authorised and you are notified that your Application Form has been approved. There will be no contract of any kind between us unless and until you make authorised payment for the Licence and we notify you that your Application Form has been approved.

- 5.2 The Licence Fee is calculated and payable in advance in pounds sterling as set out in the table below.

Single events	25 minutes of music or less	Over 25 minutes of music
No. of units	Price	Price
1 to 5	£4.99	£8
6 to 20	£15	£23.99
21 to 100	£25	£40
101 to 500	£75	£120
501 to 1,000	£150	£250

- 5.3 All prices are expressed inclusive of any VAT payable unless otherwise stated.

6 WARRANTIES AND LIABILITY

We warrant that we have the right to license the rights granted in this Licence.

7 CANCELLATION AND TERMINATION

- 7.1 You are only licensed once you have paid for the Licence and we notify you that your Application Form has been approved. At that stage, because the Licence has already been granted to you, you are unable to cancel the Licence.
- 7.2 Your Licence may be terminated by us by written notice if you are in breach of the Licence and these terms and the breach is not remedied within 14 days after written notice of the breach has been given to you. If we reasonably believe your breach of the Licence and these terms affects the rights of our members (whose rights we are licensing) we may suspend your Licence at any time.

8 MISCELLANEOUS

- 8.1 Nothing in this Licence affects the moral rights of the authors of any Repertoire Works.
- 8.2 We reserve the right to change these terms with immediate effect. Any changes will not apply to licences granted prior to the date the changes were implemented.
- 8.3 After the date you manufacture the Product you will, if requested by us, supply a copy of the Product to us. You will also promptly supply us with any further information or documents reasonably requested by us to verify the Musical Works used, the Product and/or to verify that these terms are being or have been complied with.
- 8.4 This Licence is personal to you and you may not sell, assign, transfer or deal in any other manner with this Licence or any of your rights or obligations under it without our prior written consent.
- 8.5 This Licence shall be governed by English law and we and you agree to submit to the exclusive jurisdiction of the English Courts.

SCHEDULE

1. INCLUSIONS

The following uses ARE covered by the Licence:

1	Schools, colleges, universities, local education authorities, private tutors, students	Recordings of student performances for sale or giving away to students, family, friends or to raise funds for the school
		Recordings solely used for the giving and receiving of tuition
		Student films that are shown only as part of the students' course work, educational assessment, student competitions and the students' personal portfolio
2	Churches and other religious establishments	Recordings of choirs or other services for sale or giving away to members of the congregation, family, friends or to raise funds for the church, or institutions of other religious denominations
3	Private and domestic use (Includes professional wedding videographers and funeral service providers, but only as set out in paragraph Fehler! Verweisquelle konnte nicht gefunden werden. above)	Recordings of private events such as: weddings, christenings, bar mitzvahs, family holidays and funerals, which are sold or given away to family and friends associated with that event
		Recordings made for playing at private events such as: weddings, christenings, bar mitzvahs, family holidays and funerals
		Copies of existing films or recordings transferred from video (eg VHS) or audio (eg CD) formats to other physical formats (eg DVD-Video) solely for private and domestic use by the owner of the original version, their friends or family
4	Amateur societies	Recordings made for playing and showing only as part of the practicing, participating and competing in recognised amateur society activities, including: musical gymnastics, horse dressage, synchronized swimming, amateur dramatics and amateur film making
5	Charities	Recordings of community projects music or otherwise, funded by non-business entities and supported entirely by voluntary contributions and voluntary workers, which are sold or given away to members of the community, friends and family
6	Amateur musicians	Recordings made by non-record company affiliated musicians that are sold directly to audiences, family or friends, including amateur orchestras, singers and bands

2. EXCLUSIONS

The following ARE NOT covered by the Licence:

1	Record companies	Any recordings produced by any form of record company
2	Feature films	Any professionally made films, any film made with the aid of corporate sponsorship or any films exploited by means of a restricted or general release
3	Premiums and corporate uses	Any recordings or copies of recordings that are sponsored, paid for, or used as any form of incentive or advertisement to purchase or acquire products or services of any form that relate to any form of corporate company or entity
		Any corporate training videos or any other forms of recordings used in-house or in a business to business capacity by any form of corporate company or entity
4	Cover mounts	Any products accompanying any form of magazines or newspaper
5	Charities	Any charity that employs on a PAYE basis and is anything other than described in the inclusions above
6	Karaoke	Any karaoke products (including on-screen graphic rights) of any kind
7	Games and toys	Any games, toys or novelty products of any kind
8	Grand rights/ dramatico works	All uses of grand or Dramatico Musical Works other than as permitted under these terms
9	General	Any uses that are not specifically covered in the list of inclusions

IX UK SONGSELECT

1. DEFINITIONS used in this Agreement

CCLI	The trading name of Christian Copyright Licensing (Europe) Ltd, the company appointed as agent by Christian Copyright Licensing International to administer the programme.
Church Copyright Licence	The non-commercial licence which grants the subscriber certain rights to reproduce Songs
Lead Sheet	The typographical embodiment of the lyrics, melody line, meter, chords (and sometimes fret chord fingering) of songs
Proprietary Rights	All copyright, trademarks, trade secret and other intellectual property and proprietary rights throughout the world in and to the Service and documentation.
Service	The subscription for online access to and download of Lead Sheets and lyrics of Songs, and the audition of sound samples through CCLI's website.
Songs	The musical compositions which are the subject of the SongSelect Lead Sheet Subscription issued by CCLI.
Subscriber	The church or organisation that enters into this Agreement.

2. SUBSCRIPTION GRANT

CCLI grants to the Subscriber and the Subscriber purchases from CCLI, a non-exclusive, non-transferable subscription to use the Service on the terms set out in this document.

3. TERM

3.1 The initial term of this Service shall be from the date we send you an email confirming your subscription to the expiration date of the subscriber's Church Copyright Licence, subject to clause 5.1 and unless terminated in accordance with these terms.

3.2 This Service shall be in effect only if and during such periods in which the Subscriber has a current, valid Church Copyright Licence with CCLI. In the event that the Subscriber's Church Copyright Licence expires or is terminated, then this Service shall be deemed terminated as of the expiration or termination of the Subscriber's Church Copyright Licence, and Subscriber shall not be entitled to any refund by virtue of such termination.

4. FEES AND PAYMENT

4.1 The purchase fees for the first and subsequent years will be paid by cheque or such other method as the parties may agree as part of the application or annual renewal process. The Service will become renewable on the expiration date of the Subscriber's Church Copyright Licence. The Subscriber agrees to be contacted in advance of this

date and invited to renew the subscription for a further term based on the then current rates.

- 4.2 For up to 30 days following the date the Service starts, or for up to 30 days following each subsequent date of renewal, the Subscriber with an active Church Copyright License may elect to discontinue the Service and receive a full refund of the Year 1 purchase fee (or the purchase fee for the relevant renewal year, as appropriate), less £1 for each Lead Sheet or Song downloaded during the first 30 days following the date the Service starts or subsequent date of renewal, less a 25% admin fee (which is deducted from the purchase fee prior to the Lead Sheet deductions). If the Subscriber elects to discontinue the Service after 30 days from the date the Service starts or subsequent date of renewal, the Subscriber will receive no refund.

5. IMPORTANT RESTRICTIONS ON YOUR RIGHTS TO USE SONGS

- 5.1. Use of the Service and Lead Sheets is limited to the Subscriber's direct church activities and is not meant for individual use, nor is it intended for sub-organisations and ministries not directly affiliated with the Subscriber. Except as expressly authorised in these terms, the Subscriber shall not rent, lease, sublicense, transmit, distribute, transfer, copy, assign, reproduce, display, modify or time-share the Service or Lead Sheets or allow any third party to use the Service or Lead Sheets
- 5.2. The Subscriber shall be entitled to download up to a maximum of 100 Song lyrics in each one week period and 200 distinct and unique Lead Sheets of Songs during the term of this Service.
 - 5.2.1. In the event Subscriber desires to download more than 200 distinct and unique Lead Sheets of Songs during any given year of the term of this Service, Subscriber may contact CCLI and pay an additional fee for the downloading of additional distinct and unique Lead Sheets of Songs.
- 5.3. The Service contains trade secrets and copyrighted materials, and all information is confidential. The Subscriber will maintain and protect the confidentiality of the Service, including but not limited to activation codes and passwords. In no event shall the Subscriber share or make available any codes or passwords that allow access to the Service by anyone other than the Subscriber. The Subscriber, in protecting the confidentiality of the Service, shall, at a minimum, exercise the same degree of care and take the same action it exercises and takes with regard to the preservation and protection of the Subscriber's own trade secrets and confidential information.
- 5.4. The Service is exclusive to the Subscriber.
- 5.5. The Service shall not entitle the Subscriber to receive or use any software source code to the Service (other than to the extent that applicable law requires the Subscriber to be able to use source code regardless of this prohibition).
- 5.6. The Subscriber shall not remove or obscure any notice or legend in or provided by the Service, as received from CCLI, or affixed to its media or medium container.

- 5.7. This Service shall be subject to all conditions, restrictions and limitations of the Church Copyright Licence as outlined in its Terms of Agreement, and any breach of the same by the Subscriber shall be deemed a breach of this Service.
- 5.8. The Subscriber agrees to accurately report all direct and subsequent copy activity that results from using the Service in the CCLI CopyReport.

6. WARRANTIES

IF A SUBSCRIBER IS A CONSUMER UNDER APPLICABLE LAW, THE EXCLUSIONS OF WARRANTIES IN CLAUSE 6 AND THE LIABILITY LIMITATIONS IN CLAUSE 7 MAY NOT APPLY.

- 6.1 All of the terms that have been agreed between the parties in relation to the Service that is the subject of this agreement are contained in this agreement. The parties do not intend any other terms to apply unless they specifically agree otherwise. Each party:
- 6.1.1 acknowledges that, in entering into this agreement, it has not relied on any representation made by the other party that has not been set out in this agreement; and
- 6.1.2 agrees that it will not try to rely on any representation made by the other party except to the extent that the representation concerned is contained in this agreement.
- 6.2 No conditions, warranties or other terms apply to any part of the Service except to the extent that they are expressly set out in this agreement. Subject to clause 7 to the fullest extent permitted by applicable law, no implied conditions, warranties or other terms apply (including any implied terms as to quality, fitness for purpose or conformance with description).

7. LIMITATION OF LIABILITY

- 7.1 Neither party's liability:
- (a) for death or personal injury caused by CCLI's negligence or the negligence of CCLI's employees or agents;
 - (b) under Part I of the Consumer Protection Act 1987;
 - (c) for breach of any condition as to title or quiet enjoyment implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - (d) for fraudulent misrepresentation;
 - (e) under any express indemnities contained in this agreement;
 - (f) to pay sums properly due and owing to the other in the course of normal performance of this agreement;
 - (g) or misuse of Confidential Information; and
 - (h) breach by the Subscriber of any licence restrictions;
- is excluded or limited by this agreement, even if any other term of this agreement would otherwise suggest that this might be the case.

7.2 Subject to clause 7.1, the parties do not accept any liability under or in relation to this agreement or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any:

(a) losses or liabilities under or in relation to any other contract;

(b) indirect, special or consequential loss or damage,

and for the purposes of this clause the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

7.3 Subject to clauses 7.1 and 7.2, each party's total liability arising from or in connection with this agreement and in relation to anything which the party concerned may have done or not done in connection with this agreement (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the total of the amounts paid or payable by the Subscriber for the Service.

8. SUPPORT AND MAINTENANCE

8.1. During the original or any renewal term of this Service, and subject to the provisions hereof, CCLI shall support the Service in CCLI's sole discretion in the following ways only:

8.1.1. Provide updates to the Service as and when they are available; and

8.1.2. Offer reasonable telephone support during the following hours: Monday to Friday between 9am and 4pm; and

8.1.3. If, in CCLI's sole opinion, it cannot reasonably remedy a nonconformity, CCLI may refund the Year 1 service fee or annual renewal fee, as the case may be, in which event the Service shall terminate, with no further liability by CCLI to the Subscriber.

8.2. The Subscriber shall be eligible for the support described herein only if the Subscriber notifies CCLI of the nonconformity within 30 days of first occurrence, and cooperates reasonably with CCLI.

8.3. CCLI is not liable for delay in the provision of support caused by circumstances beyond CCLI's reasonable control, or any period in which CCLI is exerting reasonable efforts to make a correction.

8.4. CCLI's support obligations under this Service specifically, but not exclusively, do not include:

8.4.1. Service resulting from neglect, misuse or accidental damage from use of the Service; and

8.4.2. Service resulting from unauthorised use of the Service; and

8.4.3. The use of the product except as provided within the confines of the Service; and

8.4.4. Support of hardware, operating systems or other software products.

IF THE SUBSCRIBER IS A CONSUMER, THESE SUPPORT COMMITMENTS DO NOT AFFECT YOUR STATUTORY RIGHTS.

9. RETENTION OF PROPRIETARY RIGHTS

CCLI and its group companies retain for themselves all proprietary rights in and to the Service, all components thereof and all products, data and information related thereto.

10. SUBSTITUTION AND MODIFICATIONS

CCLI reserves the right to modify the Service at its sole discretion.

11. DEFAULT

11.1. The Subscriber shall be in default of this Service if any of the following shall occur:

11.1.1 Without notice, if the Subscriber fails to pay, when due, any of the sums the Subscriber is obligated to pay CCLI pursuant to this Service; or

11.1.2 If the Subscriber has materially breached any term of this Service, and has failed to cure such breach within thirty (30) days of written notice by CCLI to the Subscriber specifying said breach.

12. TERMINATION

12.1. CCLI may terminate this Service in the event of default by the Subscriber, or in the event of the termination or expiration of the Church Copyright Licence between CCLI and the Subscriber.

12.2. Upon termination of this Service, the Subscriber shall immediately discontinue use of the Service.

12.3. All obligations of CCLI shall terminate upon termination of this Service. Termination shall not relieve the Subscriber of its obligations under this Service.

13. INDEMNIFICATION

CCLI shall indemnify the Subscriber against any loss, damage, or expense (including reasonable legal costs) which the Subscriber incurs or becomes liable for as a result of any claim that the possession or use by the Subscriber in accordance with these terms of any Materials or the provision to the Subscriber of the Service supplied by CCLI infringes the Intellectual Property Rights of any third party.

14. MISCELLANEOUS PROVISIONS

14.1. ENTIRE AGREEMENT. This Service and the Church Copyright Licence referred to herein constitute the complete and exclusive statement of the agreement between the parties. All prior or contemporaneous agreements, written or oral and all other representations and communications between parties relating to the subject of this Service are superseded by the same.

- 14.2. **NON-WAIVER.** Failure by either party at any time to require performance of the other of any of the provisions of the Service, shall in no way affect either party's rights to enforce the same, nor shall any such waiver by either party of any breach be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.
- 14.3. **APPLICABLE LAW.** All of the terms and conditions set forth herein shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any claim or dispute arising out of or in connection with this Agreement
- 14.4. **SEVERABILITY.** If any provision of the Service is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired
- 14.5. In accordance with section 1(2)(a) of the Contracts (Rights of Third Parties) Act 1999, the parties intend that no term of this agreement may be enforced by a third party.