

## TERMS OF AGREEMENT – SCHOOL LICENCES

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## I UK SCHOOL COLLECTIVE WORSHIP COPYRIGHT LICENCE

### 1 DEFINITIONS as used in this Agreement

Active contact	The person appointed by the School in accordance with Clause 5.10.
Authorised publisher list	The list to be supplied by CCLI to the School 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 School 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	Christian Copyright Licensing International (Europe), the company appointed as agent by CCLI 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.
Collective worship	Times of worship as required by the Education Reform Act 1988, commonly referred to as "assemblies".
Copy Report	The electronic or paper form to be completed by the School in accordance with Clause 5, indicating the Fixation Activity of Hymns and/or Worship Songs.
Copy Report representative	That person elected by the School 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 School as may be permitted in exercise of any of the Rights licensed to the School 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 School to CCLI on or before commencement of this Licence and any renewal thereof at the current rates as notified by CCLI to the School, calculated by reference to the School Size.
Licence kit	The kit supplied by CCLI to the School 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 Collective Worship 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 School pursuant to Clause 2.
School	An educational establishment, in particular one used for primary or secondary education.
School size	The number of pupils on the school roll which determines the licence fee charged.
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.

## 2.0 LICENCE OF RIGHTS

2.1 Subject to and in consideration of the payment of the Licence Fee by the School to CCLI and subject to the full and timely performance and observance by the School of its obligations warranties and undertakings contained in this Licence CCLI grants to the School 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 wordsheets posters and blackboards.

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

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.

2.1.4 To record the words of Hymns and/or Worship Songs in Collective Worship by either audio or audio-visual means according to the limits stated in the reference material.

2.2 The School 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 Collective Worship and provided that any such use is only by the School or those people who attend the Collective Worship whilst so attending.

2.3 The School 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 School 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 School may make in exercise of its Rights pursuant to Clause 2.1 shall not exceed the School Size provided that the School 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 School of a size equal to the total number of copies of the words of Hymns and/or Worship Songs which the School 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 Collective Worship.
- 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 record the words of any Hymns and/or Worship Songs in Collective Worship by either audio or audio-visual means outside of the limits stated in the reference material.
- 3.1.7 To exercise any rights in any hymn and/or worship song not specifically licensed to the School 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 School are reserved to the Owner.

#### 4.0 CCLI'S DUTIES

- 4.1 CCLI shall supply the School with a Licence Kit at the commencement of the Licence Period.
- 4.2 CCLI shall keep the School 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 SCHOOL DUTIES

The School warrants represents undertakes and agrees that:

- 5.1 The School has the right to enter into and perform this Licence.
- 5.2 The School 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 School 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 School shall not by any act or omission impair or prejudice the copyright in any of the Hymns and/or Worship Songs.
- 5.4 The School shall not alter the words of any Hymn and/or Worship Song.
- 5.5 The School 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. CWCL 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 School 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 School shall supply to CCLI a copy of any reproduced version of a Hymn and/or Worship Song produced in the exercise of any of the Rights by the School within 14 days following request from CCLI.
- 5.8 The School 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 School shall appoint a Copy Report Representative who shall be responsible for completing the Copy Report pursuant to Clause 5.8.
- 5.10 The School shall appoint an Active Contact who shall receive from CCLI renewal reminders licence mailings and news updates on behalf of the School.
- 5.11 The School shall send the duly completed Copy Report to CCLI on the expiry of the Licence Period.
- 5.12 The School 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 School 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 School being in breach of or failing to perform, or which arise directly or indirectly out of any breach or non-performance by the School of any of the School’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 School 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 School,
- 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 School,

6.4 The School shall upon renewal of this Licence inform CCLI of any change in its School 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 School is in breach of any of the terms of agreement 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 School shall have the right to terminate this Licence at any time upon 30 days written notice to CCLI and the School 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 School 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 School:

8.1 The School 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 School 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 School and the School may not assign or license or sub-license the whole or any part of the benefit of this Licence and the School'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 of agreement from time to time by giving not less than 45 days written notice of any change to the School.
- 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 SCHOOL COLLECTIVE WORSHIP MUSIC REPRODUCTION LICENCE

### 1. DEFINITIONS as used in this Agreement.

Active contact	The person appointed by the School in accordance with Clause 5.10.
Authorised publisher list	The list to be supplied by CCLI to the School 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 School 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	Christian Copyright Licensing International (Europe), the company appointed as agent by CCLI 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.
Collective worship	Times of worship as required by the Education Reform Act 1988, commonly referred to as "assemblies".
Copy Report	The electronic or paper form to be completed by the School in accordance with Clause 5, indicating the Fixation Activity of Hymns and/or Worship Songs.
Copy Report representative	That person elected by the School 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 School as may be permitted in exercise of any of the Rights licensed to the School 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 School to CCLI on or before commencement of this Licence and any renewal thereof at the current rates as notified by CCLI to the School, calculated by reference to the School Size.
Licence kit	The kit supplied by CCLI to the School 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 Collective Worship 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 School pursuant to Clause 2.
School	An educational establishment, in particular one used for primary or secondary education.
School size	The number of pupils on the school roll which determines the licence fee charged.
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.

## 2.0 LICENCE OF RIGHTS

- 2.1 After the Licensee has applied and paid for a Collective Worship 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 School for the purpose of singing the Songs and related School 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 School 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 Licensee's need.
  - 2.2.2 To loan, transfer, donate or otherwise give Photocopies of Songs made under the Collective Worship 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 Schools.
- 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 Collective Worship 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 Collective Worship Music Reproduction Licence Number, in the following format:

Photocopied By Permission. CWMRL 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 Collective Worship 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 Collective Worship 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 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 COLLECTIVE WORSHIP 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 of agreement 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

CCLI shall have the right to amend these terms of agreement 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 SCHOOL COLLECTIVE WORSHIP COPYRIGHT LICENCE

#### 1 DEFINITIONS as used in this Agreement

Authorised publisher list	The list to be supplied by CCLI to the School 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 School 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	Christian Copyright Licensing International (Europe), the company appointed as agent by CCLI 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.
Collective Worship	Times of worship as required by the Education Reform Act 1988, commonly referred to as assemblies.
Copy Report	The electronic or paper form to be completed by the School in accordance with Clause 5, indicating the Fixation Activity of Hymns and/or Worship Songs.
Copy Report representative	That person elected by the School 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 School 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 School to CCLI on or before commencement of this Licence and any renewal thereof at the current rates as notified by CCLI to the School, calculated by

	reference to the School Size.
Licence kit	The kit supplied by CCLI to the School 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 Collective Worship 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 School pursuant to Clause 2.
School	An education establishment, in particular those for primary and secondary education.
School Size	The number of pupils on the school roll which determines the licence fee charged.
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

- 2.1 Subject to and in consideration of the payment of the Licence Fee by the School to CCLI and subject to the full and timely performance and observance by the School of its obligations warranties and undertakings contained in this Licence, CCLI grants to the School 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 School.
- 2.1.3 To make transparencies or 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.
- 2.1.4 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.
- 2.2 The School 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 Collective Worship, and provided that any such use is only by the School or those people who attend the Collective Worship whilst so attending.
- 2.3 The School 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 School 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 School may make in exercise of its Rights pursuant to Clause 2.1 shall not exceed the School Size provided that the School 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 School of a size equal to the total number of copies of the words of Hymns and/or Worship Songs which the School 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 School 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 School are reserved to the Owner

#### 4.0 CCLI'S DUTIES

- 4.1 CCLI shall supply the School with a Licence Kit at the commencement of the Licence Period.
- 4.2 CCLI shall keep the School 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 SCHOOL DUTIES

The School warrants, represents, undertakes and agrees that:

- 5.1 The School has the right to enter into and perform this Licence.
- 5.2 The School 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 School 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 School shall not by any act or omission impair or prejudice the copyright in any of the Hymns and/or Worship Songs.
- 5.4 The School shall not alter the words of any Hymn and/or Worship Song.
- 5.5 The School 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. CWCL 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 School 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 School 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 School within 14 days following request from CCLI.
- 5.8 The School 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 School shall appoint a Copy Report Representative who shall be responsible for completing the Copy Report pursuant to Clause 5.8.
- 5.10 The School shall appoint an Active Contact who shall receive from CCLI renewal reminders, licence mailings and news updates on behalf of the School.
- 5.11 The School shall send the duly completed Copy Report to CCLI on the expiry of the Licence Period.
- 5.12 The School 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 School 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 School being in breach of, or failing to perform, or which arise directly or indirectly out of any breach or non-performance by the School of any of the School'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 School 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 School.
- 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 School.
- 6.4 The School shall, upon renewal of this Licence, inform CCLI of any change in its School 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 School is in breach of any of the terms of agreement 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 School shall have the right to terminate this Licence at any time upon 30 days' written notice to CCLI, and the School 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 School 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 School:

- 8.1 The School 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 School 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 School and the School may not assign or license or sub-license the whole or any part of the benefit of this Licence, and the School'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 of agreement from time to time by giving not less than 45 days written notice of any change to the School.
- 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.

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 SCHOOL COLLECTIVE WORSHIP MUSIC REPRODUCTION LICENCE

### 1 DEFINITIONS as used in this Agreement

Authorised publisher list	The list to be supplied by CCLI to the School 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 School 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	Christian Copyright Licensing International (Europe), the company appointed as agent by CCLI 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.
Collective Worship	Times of worship as required by the Education Reform Act 1988, commonly referred to as assemblies.
Copy Report	The electronic or paper form to be completed by the School in accordance with Clause 5, indicating the Fixation Activity of Hymns and/or Worship Songs.
Copy Report representative	That person elected by the School 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 School 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 School to CCLI on or before commencement of this Licence and any renewal thereof at the

	current rates as notified by CCLI to the School, calculated by reference to the School Size.
Licence kit	The kit supplied by CCLI to the School 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 Collective Worship 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 School pursuant to Clause 2.
School	An education establishment, in particular those for primary and secondary education.
School Size	The number of pupils on the school roll which determines the licence fee charged.
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.

## 2.0 LICENCE OF RIGHTS

2.1 After the Licensee has applied and paid for a Collective Worship 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.
- 2.1.4 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.
- 2.1.5 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 School 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 Licensee's need.
  - 2.2.2 To loan, transfer, donate or otherwise give Photocopies of Songs made under the Collective Worship 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 Collective Worship 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 Collective Worship Music Reproduction Licence Number, in the following format:  
Photocopied By Permission. CWMRL 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 Collective Worship 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 Collective Worship 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 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 COLLECTIVE WORSHIP 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 of agreement 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.