

THIS LICENCE is made as from the

18 MAR 2020
1ST day of March 2020

between

PHONOGRAPHIC PERFORMANCE LIMITED (00288046) whose Registered Office is at 1 Upper James Street, London, W1F 9DE (hereinafter referred to as "the Licensor") of the one part

and

BRITISH DRESSAGE (03443026) of Building 2020 Meriden Business Park, Copse Drive, Meriden, Coventry West Midlands, CV5 9RG (hereinafter referred to as "the Licensee") of the other part

WHEREBY IT IS AGREED AS FOLLOWS

1. DEFINITIONS

- 1.1 In this Licence the following expressions shall have the meanings specifically set forth against them

"the Act"	means the Copyright, Designs and Patents Act 1988
"British Dressage Affiliate"	means a club or organisation which is a member of the Licensee and which takes part in dressage to music competitions;
"Deliverables"	means either a Type 1 Deliverable or a Type 2 Deliverable to be supplied to "Members of the Licensee/Licensee's Members"
"Dub"/"Dubbing"/"Dubbed"	means re-record and/or copy
"the Licence Period"	means the period of twelve months commencing on 1 January 2020 and expiring on 31 December 2020 (both dates inclusive) unless terminated in accordance with clause 12
"the Members"	means the persons, firms, companies, organisations or entities who are from time to time members of the Licensor, a list of whom is available for inspection at the offices of the Licensor during any Working Day
"Members of the Licensee"/	means the clubs and organisations that are

"Licensee's Members"	from time to time during the Licence Period members of the Licensee
"the Repertoire"	means all those Sound Recordings the ownership or control of the relevant copyright in which shall be vested in the Licensor from time to time subject always to the provisions of clause 7
"Segue"	means to go on without a pause from one Track to another Track and is an act which is distinct and separate from the act of editing, mixing, re- mixing, overlapping, changing or otherwise manipulating the sounds of any Sound Recording.
"Sound Recording"	means a sound recording in the Repertoire.
"Territory"	means the United Kingdom, the Channel Islands, the Isle of Man and all additional territories to which the Act shall extend.
"Track"	means a sequence of sounds (or data representing such sequence of sounds) comprising the whole or part of a Sound Recording which is identified by a number or other device indicated by or on any descriptive text accompanying the Sound Recording or by information embodied in or on the Sound Recording or identified by a separate ISRC number PROVIDED THAT in all cases where it is available the length of a Track shall be taken from the source CDPQ code
"Type 1 Deliverable"	means a compact disc complying with the Sony Red Book standard
"Type 2 Deliverable"	means a tape cassette or a vinyl record
"Working Day"	means any day of the week (Monday to Friday inclusive) which is not a public holiday.

1.2 For the purpose of interpretation of this Licence

- 1.2.1 reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or re-enacted
- 1.2.2 words importing the singular number include the plural (and vice versa), words importing any gender include every gender and words importing persons include bodies corporate and unincorporated
- 1.2.3 reference to clauses, sub-clauses and schedules are references to clauses and sub-clauses of, and schedules to, this Licence
- 1.2.4 where expressions are used in this Licence which are expressions used in the Act, they shall have the same meaning herein as in the Act, unless the context otherwise requires

2. GRANT OF LICENCE

- 2.1 Subject to the terms conditions and provisos of this Licence the Licensor hereby grants to the Licensee for the Licence Period in the Territory by way of a non-exclusive licence the right itself to and the right to license the Licensee's Members to Dub Sound Recordings in the Territory onto Deliverables for use by themselves for public performance to accompany dressage at official dressage competitions and other dressage events run by or authorised by the Licensee and for private practice.
- 2.2 It shall be a condition of the sub-licence to each Licensee's Member that such Licensee's Member enters into the sub-licence agreement in the form set out in Schedule A.

3. WARRANTIES

- 3.1 The Licensee hereby warrants represents and undertakes that none of the Licensee's Members shall:
 - 3.1.1 use more than four Tracks of any one artist/group within sixty (60) consecutive minutes playing time on any one Deliverables
 - 3.1.2 mix re-mix or otherwise manipulate the sounds of any Track of any Sound Recording from the Repertoire provided that it is acknowledged that the Licensee and the Licensee's Members shall be entitled to edit and segue Tracks of the Sound Recordings
 - 3.1.3 incorporate any form of advertising (whether in the form of direct advertising or deriving from sponsorship) voice-over or commentary onto the Deliverables or on any labelling or packaging for the Deliverables unless any such incorporation has first been approved in writing by the Licensor in its absolute discretion and subject to any condition as it thinks fit.

- 3.1.4 state or imply that any goods or services other than Sound Recordings from the Repertoire are endorsed by or associated with any Member artist group or other party who owns rights in or in connection with such Sound Recordings unless any such implication or arrangements have first been approved in writing by all necessary parties
- 3.1.5 sell or in any way exploit of any Deliverables other than in accordance with the provisions of this agreement
- 3.1.6 use such Deliverables for more than one year after the date on which they were first Dubbed unless re-registered in accordance with Clause 12.5(a).
- 3.2 The Licensee further warrants represents and undertakes that it shall ensure at all times that
 - 3.2.1 the Licensee's Members do not sell or otherwise exploit any Deliverables Dubbed pursuant to this Licence to any other person firm or company except that the British Dressage Affiliates may provide them to their respective individual members for the purpose of public performance to accompany dressage subject to obtaining the necessary public performance licence and for the other purposes permitted hereunder
 - 3.2.2 the Licensee's Members do not play any Deliverables or Sound Recording in public other than pursuant to any licence from the Licensor
 - 3.2.3 the Licensee's Members do not commit any act which deliberately encourages or includes taping or recording or re-recording of any Sound Recording
 - 3.2.4 each Licensee's Member enters into the sub-licence agreement and returns the same duly signed to the Licensee and the Licensee shall make such agreements available to the Licensor on demand

4. CONSENTS

- 4.1 Subject always to clause 6 and without prejudice thereto the Licence granted hereunder shall relate only to the copyright in the Sound Recordings from the Repertoire and in particular does not refer to or cover any consents or authorisations that may be necessary to enable either the reproduction or use of any performance contained in such Sound Recordings or the reproduction of any copyright work included in such Sound Recordings or the public performance broadcasting or inclusion in a cable programme of any copyright work (including without limitation) any Sound Recording from the Repertoire reproduced in a Sound Recording. The Licensor shall not be liable for any claim which may be made by or on behalf of the owners or the exclusive licensees of the copyright in any literary dramatic or musical works embodied in the Sound Recording for breach of such copyright where such claim arises by virtue of the use of Sound Recordings by the Licensee

- 4.2 Prior to the public performance of any Sound Recording by the Licensee the Licensee shall if requested send a copy of the Deliverables produced to the Licensor
- 4.3 It is a condition of this Licence that Dubbing takes place within the Territory but it is acknowledged that this Licence does not prohibit the Licensee or any of the Licensee's Members from playing in public outside the Territory to accompany dressage any of the Deliverables Dubbed pursuant to this Licence. For the avoidance of doubt this Licence does not confer any consent or authorisation that may be necessary for the public performance of Deliverables outside the Territory

5. EXERCISE OF LICENCE

- 5.1 No Dubbing of Sound Recordings shall be undertaken except by the Licensee or the Licensee's Members only as authorised under the terms of this Licence and provided that the Licensee or the Members of the Licensee comply with the terms of this Licence
- 5.2 On Dubbing the Sound Recordings the Licensee's Members may edit and Segue Tracks of Sound Recordings provided that clause 3.2 above is complied with at all times
- 5.3 The Licensee shall use all reasonable commercial endeavours to ensure that each of the Licensee's Members shall:
 - 5.3.1 check that each Deliverables has been Dubbed in accordance with the terms of this Licence before any such Deliverables is to be used
 - 5.3.2 attach onto each Deliverables and all packaging and labelling notices clearly displaying all necessary copyright information concerning any Sound Recording from the Repertoire used including without limitation to the generality of the foregoing
 - 5.3.2.1 the full title of each Sound Recording
 - 5.3.2.2 the full name of the artist/act performing each Sound Recording
 - 5.3.2.3 the copyright protection mark P followed by the year of first publication and the name of the maker of the relevant Sound Recording for example
 'Eternity' Robbie Williams
 © 2001 Chrysalis
 - 5.3.2.4 notices as follows

"The production of this sound recording is licensed by
Phonographic Performance Limited"

"Not for sale or hire"

"Any public performance of this sound recording in the United Kingdom requires a licence from Phonographic Performance Limited"

- 5.3.3 ensure that all reproductions of the Sound Recordings onto Deliverables pursuant to this Licence will be of a reasonably sufficient technical standard so that the quality of the Sound Recording is preserved for any person listening to such Deliverables
- 5.3.4 not authorise or permit any third party to and not itself Dub any Sound Recordings or any part thereof anywhere in the world outside the Territory however the Licensee and its Members are not required to take legal action against third parties in compliance with this clause.
 - 5.3.4.1 not authorise or permit any third party to mix and/or remix and/or adapt tamper with change or otherwise manipulate the sounds of any Sound Recordings anywhere in the world
 - 5.3.4.2 not authorise or permit any third party except the Licensee's Members to edit and/or Segue any Track of any Sound Recording anywhere in the world without the prior written consent of the Licensor and the relevant Member
- 5.3.5 take all reasonable measures necessary (including without limitation legal proceedings) to ensure that the Deliverables shall remain at all times in the possession of those authorised to utilise such Deliverables pursuant to this Licence
- 5.3.6 inform the Licensor as soon as is practicable of any breach of the Licensor's rights or the rights of its Members in the Repertoire or other illegal activities concerning the rights of the Licensor or its Members which come to the notice of the Licensee
- 5.3.7 not make or authorise or permit any other person firm company or entity to make any recording of any Sound Recording included on any Deliverables save as permitted pursuant to the provisions of this Agreement
- 5.3.8 not authorise or permit any other person firm company or entity other than the Licensee's Members to make use of any Deliverables
- 5.3.9 not commit any act which deliberately encourages or includes taping or recording or re-recording of any Sound Recording save as permitted pursuant to the provisions of this Agreement.
- 5.3.10 ensure that the Deliverables are used by the Licensee's Members for public performance and private practice only so long as the Licensee's Members are and remain British Dressage Affiliates

- 5.3.11 permit only the use of Deliverables registered with the Licensee in accordance with this Agreement at official dressage competitions and other uses permitted in this Agreement

6. RESERVATION OF RIGHTS

All rights in the Repertoire which are owned or controlled by the Licensor and not expressly licensed to the Licensee under clause 2 are expressly reserved

7. NOTIFICATION OF EXCLUDED MATERIAL

The Licensor may at any time during the Licence Period notify the Licensee in writing that one or more specified Tracks or the whole of a particular Sound Recording are excluded from this Licence either for the whole or part of the Licence Period which exclusion shall be effective from the date of service of such notification

- 7.1 Following a notification from the Licensor pursuant to Clause 7 in respect of any Track or Sound Recording ("Excluded Track(s)") the Licensee shall forthwith notify all of the Licensee's Members not to Dub such Track or Sound Recording pursuant to Clause 2.1;

8. INDEMNITY

- 8.1 The Licensee will indemnify and keep indemnified the Licensor and the Members against all or any action claim costs damages losses or expenses including (but not limited to) all losses or expenses incurred by reason of any breach or non-observance of any of the terms and conditions of this Licence provided that the same shall have arisen pursuant to the judgement of a court of competent jurisdiction or a settlement prior approved by the Licensee
- 8.2 The Licensor will indemnify and keep indemnified the Licensee against all or any action claim costs damages losses or expenses including (but not limited to) all losses or expenses incurred by reason of any breach or non-observance of any of the terms and conditions of this Licence

9. CONSIDERATION

- 9.1 In consideration of the Licence hereby granted the Licensee shall account and pay to the Licensor a non-returnable annual licence fee of **£11,409.12** (eleven thousand four hundred and nine pounds and twelve pence) payable in accordance with clause 11.1
- 9.2 The Licensor hereby authorises and directs the Licensee to forward all payments becoming due under this Licence to the Licensor at its above mentioned address and the receipt of the Licensor for all payments so made shall be good and valid discharge of any liability of the Licensee in respect thereof

10. ACCOUNTING AND RECORDS

- 10.1 The licence fee payment referred to in clause 9.1 shall become due and payable on commencement of the Licence Period
- 10.2 The Licensee will keep separate and accurate books of account and records concerning all transactions relating to this Licence in particular the Dubbing of Deliverables and the competitions at which such Deliverables have been used (including without limitation the Tracks used on each different Deliverables) and such licence fees and within four weeks of a request from the Licensor or any Member to do so shall permit the Licensor and/or authorised representatives who shall be a Chartered or Certified Accountant to inspect take copies and conduct an examination of all or any such books or account records or other such information however stored.
- 10.3 The Licensee will keep and within 7 (seven) days of a request from the Licensor and/or a Member provide one copy of each different Deliverables produced under this Licence
- 10.4 The obligations as set out in clauses 10.2 and 10.3 above shall continue for a period of 6 (six) years after the public performance of the Deliverables produced under this Licence
- 10.5 If any payment to the Licensor is not received on the due date interest at the rate of 2% (two percent) above the Bank of England Base Rate in force from time to time shall be paid by the Licensee on the sum calculated from the due date until the date of actual payment
- 10.6 Without prejudice to clause 10.2 the Licensee will provide at the written request of the Licensor a certificate from the auditors of the Licensee verifying any information under clause 10 and the accuracy of any further information supplied by the Licensee pursuant to clause 10.2

11. INDEXATION

- 11.1 It is hereby declared and acknowledged by the Licensor and the Licensee that this Licence subsists during the Licence Period only and terminates at the expiry thereof unless renewed by the parties. Any licence granted by way of renewal of any existing dubbing licence shall be known as a "Renewed Licence".
- 11.2 The sum referred to in Clause 9.1 shall be deemed to be increased from the 1st January falling during the Licence Period and the 1st January during the term of each Renewed Licence (the 1st January in each year being a "Review Date") in each case so as to reflect the annual percentage of any increase in the official Index of Retail Price List (All Items) ("RPI") published by H.M. Government since the previous Review Date, which increase will be calculated by multiplying the relative amounts by the RPI published in the October of the previous year and dividing the result by the RPI published in the November of the year before that and each Renewed Licence shall be deemed to be increased pro tanto with effect from the Review Date.

12. TERMINATION

- 12.1 The Licensor shall have the right at any time during the continuance of this Licence to terminate this Licence forthwith by written notice to the Licensee in any of the following events
- 12.1.1 if there is any remediable material breach of this Licence written notice of which has been given to the Licensee and where
- 12.1.1.1 in the case of a breach reasonably capable of being remedied within 30 (thirty) days of such notice the Licensee has failed to remedy such breach within 30 (thirty) days of such notice
- 12.1.1.2 in the case of a breach reasonably capable of being remedied but not within such 30 (thirty) days of such notice the Licensee has failed to commence to remedy such breach within such 30 (thirty) day period or fails to proceed with reasonable diligence to complete the remedying of such breach thereafter
- 12.1.1.3 the breach is not reasonably capable of remedy
- 12.1.2 if there is any irremediable material breach of this Licence
- 12.1.3. an event of force majeure lasting 60 (sixty) days or more provided that notice must be given during the continuance of such event by the Licensor to the Licensee
- 12.1.4 if the Licensee shall be wound up whether compulsorily or voluntarily (save for the purpose of reconstruction or amalgamation) or shall have a Receiver or Administrator appointed over its assets or any of them

- 12.2 The Licensee shall have the right at any time during the continuance of this Licence to terminate this Licence forthwith by written notice to the Licensor in any of the following events but without prejudice to the accrued rights of the Licensor and of the continuing obligations of the Licensee relating to matters prior to such termination
- 12.2.1 the presentation of a petition for or notice thereof or of a resolution for the winding-up of the Licensor (other than for the purposes of amalgamation or reconstruction) or if it shall go into voluntary liquidation as defined in the Insolvency Act 1986
 - 12.2.2 the appointment of or notice of the intended appointment of a receiver or manager or administrator of the Licensor or the decision of the Licensor to make an arrangement with its creditors or in the event that Section 123 of the said Insolvency Act shall apply to the Licensor
 - 12.2.3 any remediable material breach of this Licence written notice of which has been given to the Licensor where
 - 12.2.3.1. in the case of a breach reasonably capable of being remedied within 30 (thirty) days of such notice the Licensor has failed to remedy such breach within 30 (thirty) days of such notice
 - 12.2.3.2. in the case of a breach reasonably capable of being remedied but not within 30 (thirty) days of such notice the Licensor has failed to commence to remedy such breach within 30 (thirty) day period or fail to proceed with reasonable diligence to complete to remedy such breach within 30 (thirty) day period or fail to proceed with reasonable diligence to complete the remedying of such breach thereafter
 - 12.2.3.3. the breach is not reasonably capable of remedy
 - 12.2.4 any irremediable material breach of this Licence
 - 12.2.5 should the Licensor cease to trade
 - 12.2.6 an event of "force majeure" lasting 60 (sixty) days or more provided that notice must be given during the continuance of such event by the Licensee to the Licensor
 - 12.2.6.1 an event of force majeure shall mean any event reasonably outside the control of either party which causes an interruption of or materially hampers or materially interferes with the exercise by the Licensee of the Licence granted to it hereunder or the performance by any party of its obligations hereunder

12.2.6.2 where an event for force majeure lasts less than 60 (sixty) days or lasts for a greater number of days without notice being given during the continuance of the event pursuant to clause 12.1.4 or 12.2.5 the Term of this Licence shall be extended by that number of days

- 12.3 Upon valid termination of this Licence howsoever occasioned the rights terminating party shall not be affected pursuant to the other provisions of this Licence
- 12.4 Upon valid termination of the licence this Licence and all sub-licences granted under this Licence shall cease forthwith without prejudice to any accrued rights and any continuing obligations of the Licensee under this Licence
- 12.5 Upon valid termination of the licence the Licensee shall ensure that all Deliverables produced are within 15 Working Days delivered to the Licensee and thereafter erased, destroyed or rendered in a form whereby no Sound Recordings can be heard through playing or other use of the Deliverables and, if requested by notice in writing from the Licensor, the Licensee shall provide the Licensor with an affidavit sworn either by the Licensee in person (if an individual) or a Director of the Licensee confirming such destruction or erasure PROVIDED THAT
- (a) such Deliverables shall not be required to be returned to the Licensee if on or with effect from the expiry of the Licence Period a new licence is granted to the Licensee under which the Licensee would have been permitted to sub-licence the Dubbing of such Deliverables ; and
 - (b) each such Deliverables Dubbed shall be destroyed or re-registered on the anniversary of the date of previous registration thereof .

13. NO ASSIGNMENT OR SUB LICENSING

Other than as expressly permitted hereunder the Licensee shall not assign transfer charge or sub-license or purport to assign transfer charge or sub-license the benefit of this Licence or any part hereof or interest hereunder to any third party without the prior written consent of the Licensor (which shall be in the Licensor's complete discretion)

14. GENERAL

14.1 **Applicable Law**

All rights and obligations hereunder shall be construed and interpreted in accordance with the laws of England and Wales and the parties shall submit to the sole and exclusive jurisdiction of the High Court in London or Copyright Tribunal in all matters concerning the same

14.2 **Waiver**

No delay or omission in exercising our right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy. No waiver by either party of any breach of any provision of this Licence shall be deemed to be a waiver of any other breach of the same or of any other provision hereof, and no waiver shall be binding or effective for any purpose unless made in writing and signed by the party giving it and then only to the extent specifically set forth nor shall any single or partial exercise of such right or of any other right power or privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy available to either party under this Licence all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity

14.3 **Variation and Amendment**

No variation or amendment of this Licence shall bind either party unless agreed to in writing by their respective duly authorised representatives

14.4 **Negation of Partnership/Joint Venture**

The terms and conditions of this Licence shall not constitute any form of partnership or joint venture between the parties

14.5 **Severability**

If any provisions of this Licence shall be determined by any Court or other Tribunal of competent jurisdiction to be illegal void or unenforceable all other provisions of this Licence shall nevertheless continue in full force and effect

14.6 **Clause Headings**

The clause headings in this Licence are for information only and do not form part of this Licence

14.7 **Entire Agreement**

This Licence supersedes all and any prior agreement and arrangements and embodies the entire understanding and all the terms agreed between the parties relating to the Licence granted to the Licensee hereunder and no terms obligations representations promises or conditions oral written express or implied have been made or relied upon other than those contained herein For the avoidance of doubt each party irrevocably waives any right it may have to seek a remedy for

- 14.7.1. any misrepresentation which has not become a term of this Licence or
- 14.7.2. any breach of warranty or undertaking (other than those contained in this Licence) whether express or implied statutory or otherwise unless such misrepresentations warranty or undertaking was made fraudulently

14.8 Negations of Extension of Rights

Nothing in this Licence shall be construed as permitting the Licensee to do any act save as expressly provided herein in relation to rights in Sound Recordings from the Repertoire. Without prejudice to the generality of the foregoing nothing in this Licence shall be taken or construed as conferring any form of licence or permission in respect of the copyright in any musical literary or other work embodied in any such Sound Recording

14.9 Representation

Each of the parties acknowledges to the other that save as expressly made herein neither has made any representation or warranty to the other which has induced them to enter into this Licence and to the extent that any such representations or warranties have been made they have not been relied on

14.10 Value Added Tax

All royalties and fees referred to in this Licence are exclusive of Value Added Tax and the Licensee shall pay together with royalties or fees payable hereunder such Value Added Tax or any like Tax where the same is applicable at the prevailing rate or rates from time to time and the Licensor shall provide to the Licensee a duly receipted VAT invoice in respect of such payment forthwith upon receiving the same

14.11 Notices

Any notices or demands to be given or made pursuant to this Licence shall be given or made in writing and sent by pre-paid first class mail or by facsimile (to be confirmed by pre-paid first class mail sent within 24 (twenty-four) hours of the despatch of such facsimile) or by delivery addressed and sent to the recipient at the address stated above or to such other address as may have been duly notified in writing and addressed to "Department Head, Music Systems & Special Projects Licensing Department" in the case of the Licensor and the "Managing Director/Company Secretary" in the case of the Licensee and if given or made by mail shall be deemed to have been received at the expiry of 48 (forty-eight) hours from such despatch or if by facsimile shall be deemed to have been received at the time of despatch subject to evidence that a proper answerback signal has been received


IN WITNESS whereof the hands of the parties or their duly authorised representatives the day and year first above written

SIGNED BY

PRINT NAME

POSITION

Duly authorised for and on behalf of
PHONOGRAPHIC PERFORMANCE LIMITED
("the Licensor")




Jez Bell

Chief Licensing Officer

WITNESSED BY

PRINT NAME

POSITION



James Coello


Dubbing Co-ordinator

SIGNED BY

PRINT NAME

POSITION

Duly authorised for and on behalf of
BRITISH DRESSAGE
("the Licensee")



Jason Brautigam

Chief Executive

WITNESSED BY

PRINT NAME

POSITION

A. Cook

Angie Cook

Finance Manager