

The Wedding Video-Recording Licence

The Wedding Video-Recording Licence embodies the rights of two organisations, the Mechanical-Copyright Protection Society and the Phonographic Performance Limited, and their respective terms of agreement are shown below.

PPL Terms & Conditions

These terms and conditions only apply if you are making a video-recording which includes music played or dubbed from a commercial recording:

1. This Licence is granted by Phonographic Performance Ltd (PPL), 1 Upper James Street, London, W1F 9DE subject to these terms and conditions.
2. The Licence authorises the dubbing of sound recordings issued or to be issued by PPL's members ("PPL Records") for the purpose of dubbing and incorporating sound recordings onto video tapes of family, domestic and private functions in the UK only.
3. The Licence is non-exclusive and non-assignable. All rights in the repertoire not expressly licensed to the Licensee by this Licence are expressly reserved.
4. PPL reserves the right to notify you in writing directly, or through its agents, from time to time on behalf of PPL members that certain repertoire shall be outside of the scope of the Licence.
5. The grant of the Licence will be subject to the Licensee's undertaking to ensure that any other necessary consents or authorisation of whatsoever nature which may be required for dubbing onto video are sought.
6. The Licence does not permit the Licensee to:
 - 6.1 Incorporate any form of advertising for third parties into tapes, labelling or packaging.
 - 6.2 Imply that any non-record goods or services are endorsed by, or associated with, the artist, act or record company without such arrangements being agreed in writing beforehand.

7. Video tapes produced by virtue of this Licence shall not be sold (other than to family members and/or participants of the private function) or commercially exploited in any way, or broadcast or included in a cable programme.

8. In consideration of the Licence the applicant shall pay those fees as are in force at the time of application. The Licence only takes effect when PPL has received the correct licence fees in full in cleared funds

9. The video tapes and/or containers must clearly display an adequate copyright notice to the effect that:

"All rights of the producer and of the owner of the recorded work are reserved. Unauthorised copying, public performance, broadcasting, sale or hiring of the programme is strictly prohibited."

10. If the Licensee is in breach of any of the terms and conditions contained herein PPL shall have the right to terminate the Licence.

11. At all times, the Licensee will ensure that the technical standards of video tapes are such as to do full justice to the recordings which have been used.

12. The Licensee will indemnify PPL, its members and agents against any action, claims, costs or damages, losses or expenses incurred by reason of any breach of non-observance, direct or indirect by the Licensee.

13. It is the responsibility of the Licensee to ensure that the Named Videographer(s) abides by the terms of this Licence. Any breach of the Licence terms will be treated as a breach by the Licensee.

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

MCPS: Limited Availability Product Terms & Conditions

1 In this licence the following words and phrases shall have the following meanings:

1.1 Copies - copies of the LAP in the form of CD, minidisc, music cassette, VHS, DVD, laser disc or any other format expressly agreed by MCPS.

1.2 Dramatico-Musical Work - any ballet, opera, musical, musical play or work of a similar nature.

1.3 LAP - the Limited Availability Product as described in the application form, which must comprise one or more Repertoire Works and which must also fall within either;

1.3.1 Local Interest Recording - any sound or audio-visual recording whose subject matter is of local interest only and which relates to a particular place or group of people or local event, or

1.3.2 Home Video - an amateur/home audio-visual recording whose subject matter is a private function or event and in respect of the production of which and attendance at which no payment or reward whether in money or kind is payable or receivable, or

1.3.3 Student Video - an audio-visual recording produced otherwise than as part of a course of education by a student solely in order to promote his or her career, or

1.3.4 any other sound or audio-visual recording of limited availability which MCPS considers should qualify as an LAP.

1.4 Musical Work(s) - any musical work including any lyrics or other words associated with the musical work.

1.5 Production Music Recording - a recording of a Musical Work which has been specifically written for inclusion in audio and audio-visual productions, the copyright in which is vested in or administered by an MCPS member and in respect of which MCPS is authorised to grant licences.

1.6 Repertoire Work(s) - any Musical Work(s) in which the right to grant this licence or the ownership of the UK copyright is vested in or administered by an MCPS member or a foreign society which has authorised MCPS to grant licences in respect of its works.

2 This licence permits you to create the LAP in the UK, to manufacture Copies in the UK and to supply such Copies in accordance with clause 3.2 below. All rights other than those expressly granted hereunder are strictly reserved to MCPS.

3 In creating the LAP you must ensure that:

3.1 the maximum duration of Repertoire Works does not exceed that declared upon the application form, and

3.1.1 no more than one Repertoire Work recorded and/or written by the same recording artist or one or more member or members of a group of artists is included. By way of example only, the following would not be permitted: (i) an LAP containing a work by a particular group together with a work by one or more members of that group; or (ii) an LAP containing a work by one member of a group together with a work by another member of the same group, and

3.1.2 no single Repertoire Work with a duration in excess of ten minutes may be included,

3.1.3 no Production Music Recording may be included, and

3.1.4 the LAP must not include a majority of Repertoire Works by the same composer(s) or by one or more composer(s) belonging to the same song-writing partnership or have a particular composer, song-writing partnership, artist or group of artists as its theme.

3.2 The LAP and Copies thereof may only be exploited in the following manner:

3.2.1 in the case of a Local Interest Recording by the supply of Copies to local members of the general public either directly or via local shops;

3.2.2 in the case of a Home Video, by the direct supply of Copies to persons who attended the function or event and their friends and families; and

3.2.3 in the case of a Student Video, by the supply of Copies free of charge for the sole purpose of promoting the student's career. In each case for private home use and viewing by non-paying invited audiences.

3.3 This licence permits you to manufacture and supply the number of Copies of the LAP stated by you in the application form and for which payment has been received by MCPS. If you wish to make additional Copies you must contact us beforehand and pay any additional fee. However in no circumstances does this licence permit you to make more than an aggregate of five hundred copies of any LAP.

4 In relation to any LAP this licence will not cover the following, for which a separate licence and/or the approval of the relevant copyright owner(s) will be required:

- 4.1** making any adaptation or arrangement of the music and/or alteration of the lyrics of any Repertoire Work;
- 4.2** using music with lyrics other than those written to be used with the music or authorised for use with the music;
- 4.3** using lyrics with music other than that written to be used with the lyrics or authorised for use with the lyrics;
- 4.4** use of a Repertoire Work in the form of a parody of burlesque, or any use which is defamatory to the writer and/or performer of the work;
- 4.5** use of a Repertoire Work with material which is of a sexual, violent, drug-related, political or other contentious nature, unless the material is a direct pictorial image of the work;
- 4.6** the reproduction of lyrics or musical notations in any printed or textual form;
- 4.7** use of a Repertoire Work which at the time of the application has not been released for retail sale to the public in the EEA with the copyright owner's permission in the form of a CD, cassette or other audio-only recording;
- 4.8** in relation to Dramatico-Musical Works, the use of:
 - (a) extracts exceeding twenty minutes in duration;
 - (b) "potted versions";
 - (c) extracts which cover a complete act of the Dramatico-Musical Work;
 - (d) extracts which are presented in dramatic form where actors, through speech, mime or dance depict a distinct plot through which the story or associated words of the Dramatico-Musical Work are carried forward;
- 4.9** any Copy which contains, has added to it or is used in conjunction with any kind of advertisement, sponsorship or any direct or indirect promotion of any commercial or political organisation or any form of illegal activity;

4.10 any use internally or externally by any commercial organisation.

5 You must obtain all necessary licences in relation to any Musical Work, sound recording, or audio-visual recording included in the LAP which is not a Repertoire Work. This licence only covers Repertoire Works which are Musical Works and will not for example cover other rights or interests in sound recordings, films, or dramatic works.

6 This licence covers the supply of the LAP for public performance but not the act of public performance or broadcast of the Repertoire Works or the inclusion of Repertoire Works in a cable programme service (please refer to the Performing Right Society for a licence to carry out such acts).

7 Nothing in this licence affects the moral rights of the authors of Repertoire Works.

8 You must pay to MCPS in full the fees set out in the application form before you can use or exercise this licence.

9 After the date of manufacture of the LAP you will, if requested by MCPS, supply a Copy of the LAP to MCPS. You will also promptly supply MCPS any further information or documents reasonably requested by MCPS to verify the Musical Works used, the LAP and/or to verify that the terms and conditions of this licence are being or have been complied with.

10 There must appear on each Copy of the LAP the initials "MCPS" of reasonable size surrounded by a box.

11 Neither this licence nor the benefit of any provisions of this licence may be assigned or sub-licensed by you.

12 This licence shall be construed according to the laws of England and Wales and the parties agree to submit to the jurisdiction of the English Courts.

If you or any third party exploits any LAP or Copy for any purpose other than those set out in this licence or otherwise breaches any of the terms and conditions in this licence, this licence shall be deemed never to have been granted and MCPS and the relevant copyright owner shall (unless the use has been specifically authorised) be entitled to all such rights and remedies against you and/or the third party as if the LAP or Copy had been made in infringement of copyright.

Limited Availability Product Licence

Refunds / Cancellations

A refund of the licence fee, or part thereof, will only be considered where the request has been made in writing and:

- The wedding ceremony has been cancelled and consequently no video is to be made, or
- The customer has made a duplicate purchase.

In either case, no refund will be released until any PPL holographic stickers, should they have been issued, have been returned to ECL.

The refund will amount to the licence fee paid less 25% to cover ECL administration costs.

