

**PRS for MUSIC**  
**DIGITAL MUSIC LICENCE FOR WORSHIP**

The Digital Music Licence for Worship is designed for places of worship that include music in the online streaming of worship services (including worship services that are made available online to watch on demand) in the UK.

**Key features**

The following explanation of key features is for information only, and shall not form part of your contract. Details of the licence terms and conditions should be read in full. Your contract shall be made up of your Application Form, the Commercial Terms as set out below, the Digital Music for Worship Special Conditions as set out below, and the Digital Music Licences Standard Terms and Conditions.

The Digital Music Licence for Worship covers the use of *PRS for Music* repertoire in the online streaming of worship services (including worship services that are made available online on demand), for example, copyright-protected music sung by the choir, or played by a band/ organist, and using recorded music as part of the service.

The licence is only available to organisations which meet the criteria for a "Place of Worship" (as defined in the Digital Music for Worship Special Conditions), for example, Churches, Cathedrals, Quaker Meeting Houses, Synagogues, Temples and Mosques. If you do not meet each of the criteria identified in the definition below, please contact *PRS for Music* for guidance as to which licence you need.

The Digital Music Licence for Worship is made available for purchase in a number of "bands". The band that is appropriate for your service will depend on how many streams your online worship service attracts per month. Once you have calculated your number of monthly streams, you can select the appropriate "band" from those identified below.

**Term**

Your licence term period shall be for 12 months, after which point it shall automatically renew for the following 12-month licence period and will continue to be issued for continuing years on a rolling basis, unless formal notice of termination of the licence is received. All royalties will be charged at the royalty rate in force at the beginning of the licence-year.

Within the application process, you will need to provide a monthly stream estimate for the annual licence period ahead. At the end of the initial 12 months/licence year, you must provide to us the confirmed number of monthly streams from all worship services (actuals) as part of the annual licence renewal.

**Restrictions & Exclusions**

The Digital Music Licence for Worship does not cover:

- Worship Services where revenue is derived from the use of the music and/or content containing music, whether by way of payment from users, or by way of advertising revenue, or in any other way in which the revenue derived is closely linked to the music and/or content.
- Worship Services being made available to download, or the copying/sharing of worship services via CD/USB.
- The use of music in advertising campaigns, sponsorship, or in corporate videos for conferences or B2B promotional use.

Other types of service excluded from the scope of this licence are:

- Podcasts (other than those which are exclusively a retransmission of an audio stream of a worship service)
- Internet radio stations (including faith /worship-based radio stations.)
- Online streaming of fitness services
- Online Streaming of music concerts (including live concerts held at Places of Worship other than within a Worship Service)

No synchronisation rights are granted under this licence. Synchronisation rights may be obtained under a separate licence either directly from the rightsholders or via our website where we are mandated to do so.

This licence does not cover public performance rights or sound recording rights.

**DIGITAL MUSIC LICENCE FOR WORSHIP - COMMERCIAL TERMS**

Royalty Rates:

Band	Permitted Monthly Streams	Permitted Annual Streams	Royalty Fee (per annum) +VAT
A	Up to 1000	Up to 12,000	£119
B	Up to 2000	Up to 24,000	£239
C	Up to 3000	Up to 36,000	£358
D	Up to 4000	Up to 48,000	£477
E	Up to 5000	Up to 60,000	£716
F	Over 5000	n/a	£955

## Annual Inflation Adjustment

Every year on 1 January, the monetary sums in this tariff will be adjusted for inflation. The adjustment formula will apply to the standard rates, using the percentage (to the nearest whole percentage point) by which Consumer Price index (unadjusted) change in the year to the previous August.

August is the latest month prior to the anniversary date for which figures are likely to be published for this index. After application of the inflation adjustment the royalty rates will be rounded to the nearest pound.

## DIGITAL MUSIC LICENCE FOR WORSHIP - SPECIAL CONDITIONS

### 1. Scope

1.1 These special conditions apply to the Digital Music Licence For Worship. These conditions shall be incorporated into, and should be read in conjunction with, the general Digital Music Licence standard terms and conditions, available to review from the PRS for Music website ([www.prsformusic.com](http://www.prsformusic.com)), as updated from time to time. In the event of a conflict between the general Terms and Conditions and these Special Conditions, these Special Conditions shall take precedence.

### 2. Definitions

2.1 "Excluded Service" - means either:

(a) any service (or the relevant part of a service) which falls within the scope (from time to time) of any of the following MCPS/PRS licensing schemes:

- I. MCPS – Karaoke and MIDI scheme;
- II. MCPS – Music-on-hold scheme;
- III. MCPS & PRS – Music Services B2B;
- IV. MCPS – Premium Telephone Line Services scheme;
- V. PRS – Premium Telephone Line Services scheme;
- VI. MCPS & PRS Joint Ringback scheme;
- VII. MCPS & PRS B2B Music Preview scheme;
- VIII. MCPS & PRS Joint Digital Fitness scheme;
- IX. MCPS & PRS Joint Digital Music Licence for Schools scheme;
- X. MCPS & PRS Joint Digital Music Licence for Further & Higher Education scheme
- XI. Digital Music Licence for Business Scheme; or

(b) any service which is a:

- I. Music Download Service;
- II. Music Download Karaoke Service;
- III. Music On Demand Service;
- IV. Music On Demand Karaoke Service;
- V. Podcasting Service;
- VI. Internet Radio Service;

2.2 "Music Usage Declaration" means a notice provided by the Licensee to the Licensors in accordance with clause 6.1 of the general Terms and Conditions confirming: (i) the actual number of Monthly Streams from all Worship Services on the Licensed Service in the previous year; and (ii) a declaration of the estimated number of Monthly Streams expected in the following Licence Year.

2.3 "Monthly Streams" – means the number of Streams from all Worship Services of the Licensee per month.

2.4 "Permitted Monthly Streams" – means the number of Monthly Streams permitted within a specific Band.

2.5 "Permitted Service" means a Worship Service which is communicated to the public digitally by a "Place of Worship" (as defined above) in which no revenue is derived from the use of Repertoire Works and/or Content containing Repertoire Works, whether by way of payment from Users, or by way or advertising revenue, or in any other way in which the revenue derived is closely linked to the Content, subject always to the limits as set out in AFL.

2.6 "Place of Worship" – a religious organisation which meets each of the following criteria:

1. It "belongs to" the Church of England or the Church of Wales;
2. It is registered and certified as a place of worship under the Places of Worship Registration Act 1855; or
3. It meets each of the following criteria:
  - a. It hosts religious services at least 6 times a year;
  - a. It is open to the public at large; and

It promulgates a spiritual or non-secular belief system which claims to explain mankind's place in the universe and to teach its adherents how they are to live their lives in conformity with the spiritual understanding associated with the belief system.

2.7 **Stream** – means the communication to the public via a Network of any part of a Worship Service containing Musical Works and/or items of Content. For the avoidance of doubt, each time a Worship Service is communicated to the public, it will be treated as (1) stream, regardless of the number of Musical Works and/or pieces of Content within that Worship Service. This definition supersedes the definition of Stream in the Digital Music Licences Standard Terms and Conditions for the purposes of this Digital Music Licence for Worship only.

2.8 **Worship Service** - a religious service conducted by a Place of Worship.