

## Application

Please contact us on telephone +44 (0)1323 649 647 for your specific quotation. When you are ready to apply, simply complete and return the MPLC application form below. Your licence certificate and invoice will be supplied by return.

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Email: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

No. & Type of Locations: \_\_\_\_\_

Start Date: \_\_\_\_\_

Total Licence Fee:(ex VAT): \_\_\_\_\_  
(Please call MPLC for a quotation)

I hereby request an MPLC Umbrella Licence<sup>®</sup>, subject to the terms and conditions provided herein or available at [www.mplcuk.com](http://www.mplcuk.com)

Signature: \_\_\_\_\_

- Payment enclosed     Send invoice  
(payment due in 30 days)



**Motion Picture Licensing Company  
(International) Limited**  
MPLC House, 4 Saffrons Road,  
Eastbourne,  
East Sussex BN21 1DG  
Tel: +44 (0)1323 649 647

## Terms and conditions

1. The Motion Picture Licensing Company ("MPLC") grants LICENSEE a non-exclusive licence ("Licence") to publicly perform copyrighted motion pictures and other licensed programmes from any legally obtained source intended for personal, private, home use only - such as home videocassettes and DVDs ("Videos"), in its premises, under the terms and conditions specified herein.
2. The MPLC warrants and represents that it has secured the appropriate rights, under the Copyright, Designs and Patents Act 1988 Chapter 48 Part I Chapter II Sections 16 & 19, to grant this Licence.
3. "Term" shall mean the period beginning on the "Start Date" listed on the application and continuing thereafter for periods of one (1) year each, unless cancelled by either party at the end of said period or any subsequent period, upon sixty (60) days advance written notice. Each one (1) year period during the Term is referred to herein as a "contract year." If LICENSEE does not timely notify the MPLC of intent to terminate, this Licence will remain in effect for the entire contract year, and LICENSEE will be responsible for the entire annual fee due to the MPLC hereunder. No refunds or credits will be made by the MPLC in the event of early termination by LICENSEE.
4. The public performances authorised by this Licence shall take place in the premises specified in the application. The audience will be limited to LICENSEE's premises and the sole purpose of such performances is to entertain and/or educate the employees, patrons, members and/or guests of LICENSEE and the audience will be limited accordingly. No specific titles, or any characters from such titles, or producers' names will be advertised or publicised to the general public, and no admission or other fee will be charged to the audience.
5. The agreed licence fee for the first contract year of this Agreement is specified on the application, which amount is payable to the MPLC. Subsequent contract years may include adjustments based on various factors, including, but not limited to adjustments which: (i) reflect any change from the previous year's Retail Price Index (RPI), and/or (ii) reflect an increase in the number of attendees at performances conducted pursuant to this Licence. On an annual basis, or upon request by the MPLC, LICENSEE shall furnish the MPLC with the information the MPLC may require to determine the licence fee for subsequent contract years. The licence fee for each subsequent contract year shall be due and payable no later than each anniversary date during the term of this Licence.
6. The specific titles which may be publicly performed by LICENSEE under this Licence are motion pictures produced and/or distributed by the following MPLC-affiliated motion picture producers and distributors ("Licensors"). The MPLC represents that it or its motion picture company licensors may not possess the appropriate rights to certain individual titles, or, due to the expiration of those rights during the term of this Licence, the MPLC may send LICENSEE at any time during the term of this Licence binding notices that certain titles cannot be or may no longer be publicly performed under this Licence. Such notices shall be binding and effective upon LICENSEE when received.
7. LICENSEE may publicly perform the specific titles covered by this Licence by means of lawfully manufactured pre-recorded Videos of those titles, acquired by LICENSEE from any legitimate source. The responsibility for obtaining Videos is that of LICENSEE, and that the costs of acquiring such Videos are to be borne solely by LICENSEE and are separate and distinct from the agreed public performance licence fee.
8. LICENSEE may not duplicate, edit or otherwise modify the Videos obtained for public performance purposes under this Licence.
9. Any separate fees which may be due to music publishers, or collection societies for music publishers, for the right to publicly perform the music contained in any of the motion pictures covered by this Licence are solely LICENSEE's responsibility and are not the responsibility of the MPLC.
10. This Licence may not be assigned by LICENSEE, without the prior written consent of the MPLC, except that LICENSEE shall have the right to assign this Licence in connection with a merger, consolidation or sale of its assets and business provided that LICENSEE guarantees payment of licence fees if the assignee does not pay in a timely manner for fees owed. This Licence may be assigned by the MPLC.
11. In the event that a determination is made by a taxing authority or court of any state in which LICENSEE conducts business that the activity licensed herein renders MPLC liable for the payment of a gross receipts, sales, business use or other tax which is based on the amount of the MPLC's receipts from LICENSEE, then LICENSEE shall reimburse and indemnify the MPLC within thirty (30) days of notification therefore for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.
12. Any notice provided for herein shall be given in person; by first class air mail, postage prepaid; by reputable overnight carrier; or by facsimile; addressed to the party to be notified at the address or facsimile number listed on the enclosed letter. The date of personal service or mailing or facsimile of any such notice shall constitute the date of service.
13. The MPLC reserves the right, exercisable upon thirty (30) days written notice, to terminate this Licence on account of any breach by LICENSEE of its terms and conditions. In the event of such termination, there shall be no refund of the licence fee. A waiver by the MPLC or by LICENSEE of any specific breach by the other shall not constitute a waiver of any prior, continuing or subsequent breach of the same, or any other provision of this Licence. If any part of this Licence shall be determined unenforceable, the remainder of this Licence shall remain in full force and effect.
14. In the event the MPLC engages an attorney to enforce its rights under this Licence by virtue of the breach on the part of LICENSEE, of any term of this Licence, LICENSEE agrees to pay the reasonable costs and reasonable attorney fees incurred by the MPLC.
15. LICENSEE acknowledges by payment of the licence fee, that the information provided by LICENSEE is true, correct and complete in all respects. This Licence has been duly authorised and constitutes a legal, valid and binding obligation upon LICENSEE and is enforceable by its terms and conditions.
16. Any and all rights not granted to LICENSEE in this Licence are expressly reserved to the MPLC and/or its motion picture licensors.
17. This Licence contains the full and complete Licence between the MPLC and LICENSEE and shall be construed in accordance with the laws of England and Wales and the parties submit to the nonexclusive jurisdiction of the English Courts as regards to any claim or matter arising in relation to this Licence.

# MPLC

Motion Picture Licensing Company

Showing movies  
is illegal without  
a licence

**The MPLC Umbrella Licence<sup>®</sup>  
is the solution for film  
copyright compliance.**

*It takes less time to do it right than  
explain to someone why you did it wrong.*  
Henry Wordsworth Longfellow



## » Why do you need a Licence?

Pre-recorded films, whether rented or purchased are intended for home use only, as per the Copyright, Designs and Patents Act 1988

Enjoying movies outside of the cinema is now commonplace. Technology is also constantly evolving and we can all enjoy easier access to the internet and the use of high specification equipment. However, this places many businesses, social activity groups and other organisations who show films, at risk of Copyright infringement.

The release of DVDs so soon after the cinema launch allows premium entertainment films to be available to a variety of non-home situations.

Showing films in the workplace, or on a coach, or anywhere outside of a domestic, home environment are all considered 'public performances'.

Irrespective of the legally available format - either a rented or purchased DVD from a high street store or internet download - copyright law protects these 'public' film performances' from copyright abuse.

## » The Simple Solution

Permission to show movies is readily available via The MPLC Umbrella Licence® solution.

The MPLC is the leader in non-theatrical copyright compliance, supporting legal access across five continents and over twenty countries. We represent over 130 producers and distributors worldwide, from major Hollywood studios to independent producers.

The licence allows unlimited use of films and there is no reporting of the titles you show. Just simple and affordable peace of mind.

Licence terms generally run for one year and renew automatically, or they can be limited to a single event. It covers any legally obtained video/DVD or download format.

Contact our friendly licensing team for a quote on +44 (0) 1323 649 647 or email [ukinfo@mplc.com](mailto:ukinfo@mplc.com)

Once quoted, an application form is shown on the back page of this brochure for your use.

## The MPLC Umbrella Licence®

Copyright compliance for the public performance of films



MPLC IS A MEMBER OF



## » Did you know?

**Who is responsible for the licence?** The location requires a licence regardless of who owns the DVD.

**Are charities exempt?** A licence is required even if you are a charitable group.

**Can I charge admission?** No, this is a non commercial licence. You cannot charge admission nor advertise titles to the general public.

**I am a school. Do I need a special licence for non-curriculum showings?** Yes, the MPLC license all nursery schools, out of school, holiday and activity clubs. (An educational exemption exists, but it is very narrowly defined and applies to curriculum uses only).

**What are the penalties?** Under the Copyright, Designs and Patents Act 1988, infringement penalties could result in penalties of up to a £5000 fine and/or 6 months imprisonment.

**Who will prosecute?** The Federation Against Copyright Theft Organisation, (FACT). They work with the Police, Trading Standards and Customs and Excise departments to investigate and prosecute illegal showings on behalf of the film industry.