



THE JAZZ SERVICES
GUIDE TO
COPYRIGHT
BY MAISIE WHITEHEAD



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FOREWARD - ABOUT THE AUTHOR

Maisie Whitehead trained as a contemporary dancer at Laban (now Trinity Laban Conservatoire). After graduating in 2005 she worked for Basho Music and Jazzcds and whilst there began taking on other freelance work with musicians, particularly advising artists on the copyright collection societies and supporting them with registering their work.

Maisie now works freelance as a dancer and continues to work with musicians and record labels in an advisory and supportive role. She also organises and runs the annual 'What's Your Story' jazz summer school, led by saxophonists Tim Whitehead and Tony Woods.



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INTRODUCTION – HOW TO USE THIS GUIDE

This guide is intended to take you through what you, as a musician, need to know and do in order to protect your own and others' copyright interests and earn royalties from your copyright works, that is, your musical works and sound recordings, as well as from your rights as a performer.

The first section of the guide highlights the key aspects of copyright law that you should be aware of and introduces the collection societies in the UK and explains what they do and how they do it.

The second section goes through the different possible avenues of your work where copyright is relevant (performance, songwriting and composition, and recording) and explains in detail the steps you need to take and what to expect.

The summary is a quick reference guide which you can use as a reminder of the steps you need to take. If you are short on time you can skip straight to this section, which briefly tells you what to do, then you can track back - as and when - to fill in the gaps and answer any questions you may have.

The case studies give examples of musicians at different stages in their careers and how copyright affects and is relevant to their working lives. At the back of this guide you will find a list of relevant websites and contact details where you can find further information and assistance with related issues.

Here goes...

PLEASE NOTE: this guide is intended as general information only. The material it contains is not intended to constitute legal advice and should not be relied on as such. The author, Jazz Services and PPL exclude any responsibility or liability for reliance on this information.

PART 1: THINGS TO KNOW

CHAPTER 1: WHAT IS COPYRIGHT?

Copyright is a property right. It recognises the author of a creative work as the first owner of the copyright in that work and gives them the right to do certain acts in relation to that work. It protects the work and its author from others wishing to use it for their own gain.

If anyone else wishes to use a copyright work they must first obtain permission from the owner and in most cases negotiate a licence, which enables creators to earn money from other people's use of their work.

Copyright arises automatically as soon as a work is recorded in some form; for music this generally means either as a sound recording or as a written score. You do not need to register a work in order for it to be protected by copyright law but it may be beneficial to you to have evidence that you are the author, in case of a dispute, for example, by posting yourself a copy of the music by recorded delivery (keep it sealed and make sure you write the title on the outside of the envelope).

Copyright only protects the particular expression of an idea and not the idea itself. So, you couldn't claim copyright of a chord sequence (or whoever first wrote a 12 bar blues would be extremely rich) but if you scored the particular way in which you wanted those chords played, then you could claim copyright of that, and similarly you can claim copyright of a melody.

The legislation governing copyright in this country is the Copyright Designs and Patents Act 1988 (CDPA).

Types of work protected by copyright

The following types of work are protected by copyright according to the CDPA:

- **Literary, dramatic, musical or artistic works**
- **Sound recordings, films, broadcasts**
- **The typographical arrangement of published editions.**

We will focus on the types of work relevant to you as a musician, namely, musical works and sound recordings.

NOTE: Performers' rights in performance

Performers also have certain rights in relation to their performances, and these are effectively the same as the rights in a copyright work and we will look at them separately later.

It is important to understand that the copyright in a sound recording is separate from that in the composition itself and separate again from the rights in the performances in that recording.

Authorship and ownership of copyright

The author of a copyright work is the first owner of the copyright in that work, unless that person created the work as part of his or her employment, in which case his/her employer is the first owner of copyright (this does not apply to commissions, grants, awards etc – in these cases the author retains copyright).

- **The author of a piece of music is the composer (and lyricist where relevant)**
- **The author of a sound recording is the 'producer' according to the CDPA but this is generally taken to mean the person who made arrangements for the recording to be made, which normally means the record company.**

NOTE: This can vary depending on the agreement between artist and record company. With some small companies within the jazz sector, for example, an artist may put up all or part of the funds for the recording to be made, in which case they may retain ownership of the copyright in the recording. If there is no formal agreement between you and your record company it is worth seeking further advice to establish who owns the copyright in the recording.

- **JOINT AUTHORSHIP:** when two or more people collaborate on a work and their inputs are not distinct from one another.

Copyright can be assigned, which means that ownership can change hands (see Licensing and Assignment). The author will retain certain moral rights even if ownership changes.

Duration of copyright

- The copyright in a musical work expires 70 years from the end of the year in which the author dies. If the author is unknown, the copyright expires 70 years after the work was made, or made available to the public.
- The copyright in a sound recording expires 50 years from the end of the year in which it was made, or first published (proposals for an extension to 70 years are currently being debated in the European Council of Ministers).

The rights of a copyright owner

The CDPA specifies certain 'acts restricted by copyright', which can only be committed by the owner of the copyright in that work. These can be referred to as 'economic rights' (though this term is not mentioned in the CDPA) as they are the means by which owners of copyright can make money from others' use of their work.

ECONOMIC RIGHTS OR THE 'ACTS RESTRICTED BY COPYRIGHT'

The owner of the copyright in a work has the exclusive right to:



Copy the work (e.g. press copies of a CD)



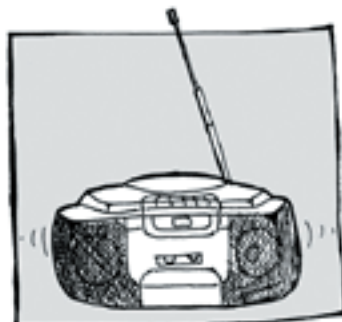
Issue copies of the work to the public (e.g. sell CDs)



Rent or lend the work to the public



Perform or play the work in public (e.g. a live performance or playing recorded music or radio in a pub)



Communicate the work to the public (e.g. radio broadcasting, Internet streaming)



Make an adaptation of the work and do any of the above in relation to the adaptation (e.g. arrange a piece of music)

The CDPA also specifies certain 'Moral Rights'. These remain the rights of the author. These rights do not apply to authors of sound recordings.

MORAL RIGHTS:

The author of a copyright work has the right:

- **To be identified as the author (in the case of a musical work: whenever the work is published; when copies are issued to the public; or the music is used in a film which is shown in public or copies of which are issued to the public). The author must assert this right in order for it to have effect.**
- **To object to derogatory treatment of the work.**

Any person has the right not to be falsely identified as the author of a work (this right expires 20 years after death).

'Dealings with rights in copyright works': licensing and assignment

The CDPA states certain ways in which the owner of a copyright work can 'deal' with their rights. They can sell or pass on certain or all of the rights in their work, or temporarily allow another to commit one of the restricted acts, by assignment or licensing.

ASSIGNMENT (ownership or license changes hands)

It is possible to assign all or some of your rights in one or all of your works, in return for an agreed remuneration - and this can even be made to include your future works. This is similar to selling those rights, in that you pass on ownership. Copyright can also be assigned by will, as with physical property. It is possible to assign rights for a limited period of time, so that ownership will revert to you at the end of that period. Assignment of copyright must be in written form and signed by or on behalf of the copyright owner.

LICENSING (ownership does not change hands)

It is also possible for a copyright owner to issue a licence allowing another party to commit one or more of the restricted acts. Licensing is more flexible than assignment and can be for a limited period of time, for a particular usage, or restricted in other ways. It is also possible to issue an exclusive licence, making the licensee the only party able to do certain acts in relation to the work, sometimes even excluding the copyright owner themselves. A licence must also be in writing and signed by or on behalf of the copyright owner.

Infringement, secondary infringement, fair dealing and exceptions

INFRINGEMENT

Copyright is infringed by anyone who commits any of the restricted acts in relation to a work without authorisation from the copyright owner (except in certain cases – see fair dealing and exceptions). It does not matter whether or not that person was aware that they were infringing copyright.

SECONDARY INFRINGEMENT

Dealing with infringing copies of a work or providing the means to commit an infringement of copyright is referred to as 'secondary infringement'. Acts of secondary infringement are:

- **Importing infringing copy**
- **Possessing or dealing with infringing copy**
- **Providing the means for making infringing copies**
- **Permitting use of premises for infringing performance**
- **Provision of apparatus for infringing performance.**

FAIR DEALING AND EXCEPTIONS

The CDPA states certain 'acts permitted in relation to copyright works' in which the permission of the copyright owner is not needed. There are two types of permitted acts – fair dealing and exceptions.

Fair Dealing refers to the following cases:

- **Non-commercial research and private study**
- **Criticism and review**
- **Reporting current events**

though if there is an accusation of infringement, a court will have to look at the specific incident to determine whether the dealing has really been fair, taking in a number of considerations. In all of these cases there must be clear acknowledgement of the copyright owner accompanying the work.

Types of exception are outlined below:

- **Educational exceptions**
- **Library and archiving exceptions**
- **Public administration**
- **Incidental inclusion – this is where the copyright work may be incidentally (i.e. not deliberately) included in, for example, a documentary, where perhaps music might be playing in a passing car in the background whilst somebody is being interviewed in the street.**
- **Lawful use of a computer program/database – mainly making back-up copies.**
- **Timeshifting – for private use only, for example, recording a TV programme to watch later.**

Remedies

If someone commits an infringement of copyright, the owner of that copyright work can take action against them in the Court and seek certain remedies (an exclusive licensee has the same rights as the copyright owner in this case). These are:

- **Damages – the copyright owner may claim damages in respect of his/ her loss, e.g. equal to the relevant licence fee**
- **Injunctions – court orders prohibiting any further infringement**
- **'Delivery up' – where any infringing copies of a work must be delivered to the copyright owner**
- **Right to seize infringing copies – the copyright owner may seize any infringing copies which are found exposed or otherwise available for sale or hire. She/he must first inform the police.**

Criminal offences

Certain acts of infringement and secondary infringement are classified as criminal offences. These are:

- **Making infringing copy for sale or hire**
- **Importing infringing copy into the UK, other than for private use**
- **Possessing infringing copy in the course of a business with a view to committing any act infringing the copyright**
- **Selling or letting for hire, offering or exposing for sale or hire, exhibiting in public, or distributing infringing copy in the course of a business**
- **Distributing infringing copy otherwise than in the course of a business to such an extent as to affect prejudicially the owner of the copyright**
- **Making or possessing an article specifically designed or adapted for making copies of a particular copyright work**
- **Communicating a work to the public in the course of a business, or otherwise than in the course of a business to such an extent as to affect prejudicially the owner of the copyright**
- **Causing an infringing public performance of a literary, dramatic or musical work**
- **Causing an infringing public playing or showing of a sound recording or film**
- **Circumventing technological measures or removing or altering electronic rights management information or dealing in devices meant for that purpose.**

Rights of performers

As we discussed earlier, performers also have certain ‘Rights in Performances’ as laid out in part 2 of the CDPA. These rights recognise a performer’s unique contribution to a work and protect him/her from others unauthorised exploitation of their performances.

ACTS REQUIRING CONSENT

The CDPA states that a performer’s consent is required for the exploitation of his/her performance in the following ways:

- **The recording of a live performance (including live broadcast and recording from broadcast)**
- **The copying of a recording – ‘reproduction right’**
- **The issuing of copies to the public – ‘distribution right’**
- **The rental or lending of copies to the public – ‘rental right’ and ‘lending right’**
- **Making available to the public by means of electronic transmission so that members of the public may access at a time and place chosen by them, e.g. online streaming on demand – ‘making available right’.**

ACTS REQUIRING ‘EQUITABLE REMUNERATION’

The CDPA also grants performers the right to “equitable remuneration (payment) for the exploitation of a sound recording”. This means that where a commercially published sound recording involving your performance is:

- **Played in public or**
- **Otherwise communicated to the public (excluding as mention above in the “making available right”)**

the owner of the copyright in the sound recording (normally the record label) must pay you a certain amount of money (the amount will depend on your agreement with the record label or will be the default amount according to PPL (see Chapter 6: Performers on recordings, page 23), and will depend on your role in the recording). This money comes from the royalties collected by the record company for the exploitation of its sound recordings.

It is important to note that this right cannot be waived or assigned, except to a collecting society acting on your behalf to enforce this right.

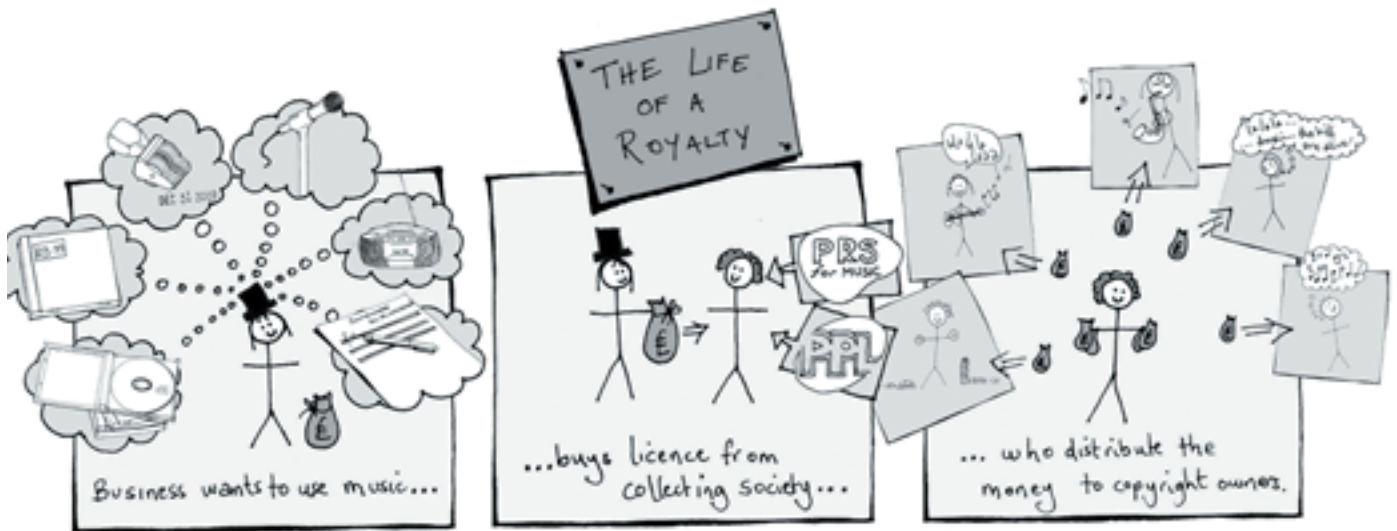
Performers’ rights currently last for 50 years from the date the recording was made, in line with duration of copyright in sound recordings.

Current context – extension of copyright term for sound recordings

At the time of writing, proposals to extend the copyright term for sound recordings, and hence the duration of rights for performers (as well as other proposals to better protect performers’ interests) are being debated amongst the European Member States. The European Commission and Parliament have already accepted a proposal to make the new term 70 years, however the European Council of Ministers is still split on this.

Royalties

The term 'royalty' refers to a payment made to compensate the owner of the copyright in a work for the exploitation of his/her work. The money is normally generated by licence fees paid by those wishing to make use of copyright works to a collecting society acting on behalf of the owners of the copyright in that work. The money is then divided up according to usage between the relevant parties.



CHAPTER 2: COPYRIGHT AND THE INTERNET

The Internet has, whilst providing a brilliant platform for musicians to promote and distribute their music, come at a high cost in terms of copyright abuse. According to a report at the beginning of 2009 by the International Federation of the Phonographic Industry (IFPI), 95% of music downloads are illegal.

The 'free' debate

There is a heated and ongoing debate on the subject of 'music for free'. A large proportion of consumers have come to expect to be able to get music without paying for it, and it is an undeniable fact that sites such as YouTube, MySpace and Last.fm provide many artists and bands with the opportunity to take their music to a wider audience and promote themselves in ways that would not have been possible before the days of the Internet. However, in the long term, consumers expectations of music for nothing is extremely damaging to the industry as a whole.

"If musicians want to use the Internet for promotional purposes and give their music away, fine, but if they want to be paid they have to understand the associated risks. It is a decision that they have to make. On a general level the Musician's Union join with the rest of the music industry in doing our utmost to fight piracy on all levels." John Smith, MU General Secretary

Only you can legally decide to give your music away for free - any website wishing to use music must first obtain permission/licences as with any other business – and you should take immediate action if you have reason to believe your music is being downloaded or streamed without a licence to do so.

New business models

Despite a steady increase in legal sales of music online (globally 25% in 2008 according to the IFPI Digital Music Report 2009), it is virtually impossible for legal paid-for downloads to compete with free yet illegal file sharing. A number of sites now exist that allow you to listen to music for free online (streaming) but still pay the artists for the use of their music. They do this through selling space for advertisements, similar to commercial radio stations – you listen to a certain number of tracks and then have to listen to an advert or two, or sometimes you get a very short advert at the beginning of each track. Spotify is perhaps the most widely used of these sites and We7 (UK based) is a recent addition.

For more information on music and the Internet, see the Jazz Musicians' Beginners Guide to the Internet and Digital Music.

CHAPTER 3: THE COLLECTING SOCIETIES

Collecting societies exist to license the owners of copyright works collectively and to license the use of their work to businesses who wish to use it. Because they work on behalf of many artists and owners of copyright, they have the power to license large catalogues of work (imagine how complicated it would be if every pub who wanted to play music had to obtain an individual licence from each composer whose music they wished to play). They also have more power than individual copyright owners to ensure that works are not being exploited without a licence.

As an owner of copyright, the agreement you have with a collecting society will vary depending on the way that society works. In the UK there are only two collecting societies relevant to the music industry, each dealing with different types of copyright work (PRS for Music deals with the copyright in musical works on behalf of composers, whilst PPL deals with the copyright in sound recordings on behalf of record companies and performers' rights in their performances on these recordings), so there is no crossover between societies.

In some countries there are several societies dealing with the same type of work so you have to choose who to represent you, e.g. in the USA there are 3 PROs, or Performing Rights Organisations (the equivalents of PRS for Music in this country), ASCAP, BMI and SESAC, who all license on behalf of composers.

Most collection societies have reciprocal agreements with their equivalents in other countries, so it is not necessary to join different organisations in every country in the world, though you may wish to.

Collection societies in the UK

As we already mentioned, there are two collection societies in the UK that are relevant to the music industry:

PRS for Music – representing composers/songwriters, publishers and the owners of the copyright in musical works, also incorporating MCPS (Mechanical Copyright Protection Society). PRS for Music was formerly known as the MCPS-PRS Alliance. The re-branding occurred at the beginning of 2009.

PPL – Phonographic Performance Limited, licensing record companies and the owners of the copyright in sound recordings, as well as administering the rights of the performers on those recordings.

PRS for Music (incorporating MCPS)



Who does it represent?

PRS for Music represents composers and music publishers in the UK, that is, the owners of the copyright in musical works. PRS for Music have reciprocal agreements with 91 equivalent collection societies in 83 other countries for performing rights, and MCPS have reciprocal agreements with 52 societies covering 54 countries in total.

The stats...

Current membership (as of April 2011): **75,000**

Musical works in catalogue (2009): **approximately 12 million**

Licence fee income 2010: **£611.2 million, of which...**

- **Broadcasting and online: £173.2 million**
- **International: £169.8 million**
- **Public Performance: £151.0 million (of which 20.8 million came from live performance)**
- **Recorded Media: £117.2 million**

Total deducted for administrative expenses 2010: **£53,674**

Total remaining revenue (2010) for distribution to rights holders: **£547.9million**

MCPS still exists as a separate company under the 'PRS for Music' brand. PRS for Music and MCPS administer different rights on behalf of their respective members and you may need to become a member of both, depending on how your music is used.

PRS for Music ... administers the 'performing rights', that is, the rights to:

- **Perform the work in public**
- **Communicate the work to the public (including broadcasting and other means of electronic transmission, including Internet transmission)**
- **Film-synchronisation (copying music written specifically for a film onto the sound track of that film).**

NOTE: since the re-branding to PRS for Music, the mechanical rights for reproduction for broadcast and online are represented by the PRS for Music brand and no longer by MCPS.

What's the agreement with members?

As a member, you assign these rights (in all your current works and any future works) to PRS, meaning they then own these rights in your music, and as such have the authority to grant licences allowing others to exploit your copyright work in these ways.

Where does the money come from?

PRS collect licence fees from anyone wishing to commit any of the above acts in relation to any of the musical works in their catalogues. For example:

- **Live music venues**
- **Nightclubs**
- **Pubs, bars, restaurants wishing to play music to their customers**
- **Any business wishing to play music in the workplace**
- **Radio and TV stations which use music**
- **Websites which use music as part of their service**
- **Satellite, cable and mobile.**

How are licence fees calculated?

The amount a licence will cost varies greatly depending on the way in which music is used in the particular business. There are many factors involved; a restaurant which occasionally employs a live pianist to entertain its customers will pay a smaller licence fee than a jazz club where the audience pays a fee to come and listen to a concert. The jazz club will in turn pay a smaller licence fee than a large purpose built venue like the Festival Hall. Similarly a radio station which plays some music as part of a varied programme including radio plays and news is likely to pay a smaller fee than a purely music-devoted radio station, though then again, only if their audience figures are comparable. The PRS for Music website includes a large section detailing all the different types of licence. Here are some examples:

- **Popular music concerts** – calculated according to the greater of: £32 per concert or 3% of the income from ticket sales
- **Pubs (background music)** – calculated according to size of bar area and the way music is being played, e.g. a pub with a bar area of less than 120 square meters playing radio to its customers would pay a licence fee of £90.27, whereas if it played CDs it would pay £224.38.
- **Commercial radio** – calculated as a percentage of 'Net Broadcasting Revenue' (NBR) as follows: below £597,861 - 3%; £597,862 - £1,195,722 - 4%; £1,195,723 or more - 5.25%. Where the total music use is less than 15% of the broadcast then regardless of the level of NBR the percentage rate applied is 1%.

Online licence examples

- **Music Download Licence** – the greater of: 8% of gross revenue or on a per track basis, according to the number of tracks in a download bundle as such: 1 – 7 tracks: 4p per track; 8 – 12: 3.5p per track; 13 -17: 3p per track; 18 – 29: 2.5p per track; 30 or more: 2p per track.
- **Music on Demand Licence** – the greater of: 10.5% of the gross revenue or 0.085p per track per stream (every time one person listens to one track)
- **Interactive Webcast Licence** – the greater of: 8% of gross revenue or 0.065p per track per stream.

Figures correct at the time of writing.

Details on all PRS for Music licences are available on the website.

How are royalties distributed?

Royalties are distributed according to the usage of individual works. Where available, accurate usage data is used to calculate each work's proportional share of a licence fee. Samples and other methods of estimation are used where accurate data is not available.

- **Pay per play** - full details of all music played supplied by licensee.
Where revenue is sufficient, PRS for Music will distribute the licence fee proportionally according to usage to all the works performed. They are increasing the number of pay per play distributions. Members now receive payment for every broadcast on over 140 TV and radio stations.
- **Sample** – licensee supplies details of a subset of all the music played.
In many cases the cost of collecting and processing details of all performances would be more than the revenue available. In these cases, PRS for Music collects information about some of the performances and uses that to represent all of them. These samples might be certain days in a broadcaster's schedule, or certain concert events and are selected at random to reflect their overall value.
- **Projection** – details of music from one source used to distribute another source.
There are many uses of music, such as CDs and tapes for background music in shops and restaurants, where the actual value of each performance is probably only a few pence. In these cases it is too costly to create an effective sample. Instead PRS for Music creates a statistical calculation of other music data based on a small survey of actual performances.
Adapted from the PRS for Music website

MCPS... administers the 'mechanical rights', that is, the rights to:



- **copy the work**
- **issue copies of the work to the public**
- **rent or lend the work to the public**

What's the agreement with members?

As a member, you do not assign these rights to MCPS, you appoint them as your exclusive agent to administer these rights on your behalf.

Where does the money come from?

MCPS collects licence fees from anyone wishing to record and reproduce music in any format, e.g.:

- **CDs/Vinyl**
- **DVDs/VHS**
- **Games/multimedia**
- **Any other physical product which uses music, e.g. musical key-rings, musical toys etc.**

How are licence fees calculated?

The type and cost of a licence will depend on:

- **the quantity of products being manufactured**
- **the intended use (e.g. for sale or promotional purposes) and the role of music in the product**
- **how much the products will be sold for**
- **the amount of music being used in the product and whether or not any of it is in the public domain, or not registered with MCPS.**

There are a number of different licences available depending on who is applying and what they intend to do with the music. For example, most jazz labels wishing to press a CD for retail would apply for an AP2 licence. The licence fee is based on the number to be pressed and is charged in advance of manufacture (you will need an MCPS licence in order to press a CD). The fee is calculated as 8.5% of the published dealer price, or 6.5% of the retail price where the former is not available. If any of the music is out of copyright (i.e. in the public domain) or not registered with MCPS (this may be the case if you are releasing your own compositions for example) then the licence fee will be reduced proportionately.

How are royalties distributed?

Any record company, business or individual wishing to record music onto any format must first apply for a licence and detail what music is being used and how. It is necessary to hold a licence before you are able to commercially reproduce a product containing music in this country.

MCPS take a commission fee before paying the licence fee income to the relevant member(s) whose music has been licensed. The amount of commission depends on the type of licence (see appendix 3, page 48).

PRS for Music database

The PRS for Music database is accessible to members online, via the PRS for Music website, and holds details of all the compositions/lyrics owned by all of its members (unless the work has not been registered by the member). Members are responsible for registering new works, primarily via an online system, though paper and other methods are available on request.

MCPS use the same database for their licensing purposes, so music need only be registered once.

PPL

**Who does it represent?**

PPL represents the owners of the copyright in sound recordings (mostly record companies) as well as looking after the interests of performers in those sound recordings and administering their right to equitable remuneration on behalf of its record company members.

PPL is made up of its record company members. As we discussed earlier, performers have a right to 'equitable remuneration' whenever a recording of their performance is communicated to the public, and this is owed to them by the record company responsible for the recording. PPL administer this right collectively on behalf of its record company members, so performers do not need to go through each record company they have worked with individually to seek their dues. As such, performers do not become members of PPL. They simply register as a performer to be paid what is owed to them by the relevant record company members of PPL. This means that if a record company is not a member of PPL, performers on their recordings cannot be paid through this route. PPL take 50% of all licence fee income (which it collects on behalf of its record company members) after costs and pays this directly to performers, on behalf of record companies.

PPL have reciprocal agreements with 52 equivalent organisations in 28 countries worldwide for performers and record companies.

The stats...

Current Membership: **5,750 UK record company members and 45,000 UK performer members**

Recordings in PPL Repertoire Database: **5 million**.

Licence fee income 2009: £111.4 million, of which:

- **Broadcasting, online and mobile: £59.1 million**
- **Public performance and dubbing: £48.9 million**
- **International: £21.6 million**

Total deducted for running costs 2008: **15%**

Total distributable revenue 2009: **£91.5 million**.

PPL: Record company membership

On behalf of its record company members, PPL administers the rights to:

- **Perform the work in public**
- **Communicate the work to the public**

in relation to sound recordings (the "performing rights").

What's the agreement with members?

As a record company member of PPL you assign these rights to them to act on your behalf. You also assign the right to copy the work for the purposes of carrying out these acts (the "dubbing right").

You can choose whether or not to appoint PPL as your exclusive agent to act on your behalf overseas (via their international partners). You can also choose which new media rights you want PPL to license on your behalf, by country and new media mandates.

Where does the money come from?

PPL collects licence fees from businesses wishing to use sound recordings, e.g.:

- **Radio and TV stations**
- **Nightclubs**
- **Pubs, bars, restaurants wishing to play recorded music (incl. radio) to their customers**

- **Any business wishing to play recorded music in the workplace**
- **Certain new media services, including on-demand services offering TV programmes and certain online radio services.**

How are licence fees calculated?

As with PRS for Music, PPL licence fees and the way they are calculated vary depending on the purpose for which they are required. Here are some examples:

- **Background music in a pub, bar, restaurant or café** – fee calculated according to size of ‘audible area’ – i.e. where customers can hear music: 1 – 400sqm = £113.19, whereas 951 – 1000sqm = £282.9 (prices do not include VAT).
- **Music accompanying a fashion show** – fee calculated according to length of show and number of audience, e.g. an hour long show with an audience of 500 would incur a licence fee of £67.80.
- **Traditional commercial radio station** – fee based on the greater of: a minimum fee for each broadcast platform (broadcast in AM/FM, broadcast in DAB, satellite simulcast, cable simulcast, Digital TV, Internet simulcast); or a percentage of their net broadcasting revenue. The current Net Broadcasting Revenue royalty bands for the Licence Year 1st October 2010 to 30th September 2011, are: Less than £599,199 = 2%, £599,199 - £1,198,395 = 3%, More than £1,198,395 = 5%. However, where 15% or less of a station’s broadcast output consists of PPL members’ repertoire, the amount payable will be 1% of the station’s total Net Broadcasting Revenue

For example, a radio station broadcasting in:

- o FM (min £590)
- o with a national cable simulcast (min £1,075)
- o and a UK Internet simulcast (min £1,075)

will pay a minimum of £2,740. If they report a net broadcasting revenue of £1,000,000 they will pay a licence fee of 3% of this amount, or £30,000.

- **Interactive webcast** (online radio that allows users to skip recordings, pause and rate recordings to influence what they receive) - 0.0796 PENCE per track per stream, i.e. every time one person listens to one track. The webcaster may also have to pay 15% more for dubbing rights.

Figures correct at the time of writing.

Full details are available under the ‘Music Users’ section on the PPL website.

How are revenues distributed?

In 2008, 92% of broadcasting revenues were distributed according to accurate usage data, and a further 2% from samples. The remaining 6% were distributed according to ‘surrogate usage’ (see below).

PPL receive limited usage data from its public performance tariffs for shops, bars (any background music suppliers) though it is currently considering various ways to improve this. Revenue in this category is primarily divided up according to surrogate usage.

PPL is currently working to increase the use of sample data for nightclub licensees and is developing reporting from online streaming licensees.

NOTE: Surrogate usage

Where usage is not supplied by a licensee (for example, it is not required to do so under a broadcast licence or a public performance tariff), PPL looks to use the most appropriate surrogate usage. This is either done by using data from similar licensees, or from background music system suppliers, or suitable genre mixes for groups of tariffs. The methodology behind these has often been developed using market research (and in the past PPL has used external experts – comprising performers and record companies). All of the methodology has been approved by PPL’s Distribution Committee. Additional information may be found on PPL’s website.

PPL: for performers



PPL administer performers' right to equitable remuneration when a recording of their performance is

- **performed in public**
- **communicated to the public**

What's the agreement with members?

As a performer, you register with PPL and become a member.

Where does the money come from?

50% of the revenue from licensing the use of PPL's record company members' sound recordings goes to the performers on those recordings.

How are revenues distributed?

Once revenue has been allocated to a recording, 50% of that revenue is divided up between performers, according to their contribution to the performance, as follows:

- **Initially, 65%/35%** between featured and non-featured performers, respectively, unless there is a conductor and an ensemble of more than 40 performers, in which case it will be 32.5% to featured performers and 67.5% to non-featured performers. The 'initial allocation' is as follows:
- **FEATURED PERFORMER SHARE:**
Where there are no 'other featured performers' on the recording, the whole of this share is divided equally between the 'contracted featured performers'. If there are both contracted and other featured performers, the contracted featured performers will receive twice the amount of the other featured performers.
- **NON-FEATURED PERFORMER SHARE:**
All non-featured performers receive an equal amount. This amount varies according to the number of non-featured performers on the track – see appendix 1. Any remaining amount will be re-distributed amongst all the performers (including featured performers) in the 'secondary allocation' proportionately to the initial allocation.

PPL Repertoire Database

The PPL Repertoire Database (formerly known as CatCo) currently holds details of approximately 5 million of its members' sound recordings. As a member of PPL you have access to the database online, where you can search for your own or others' recordings.

Each record company is responsible for registering its own recordings on the database, via a programme (app. V4.2) which members can download from the PPL website. The programme allows you to input full details regarding recordings (individual tracks) and configurations (albums etc) including performers and other contributors. Without this information, PPL cannot collect royalties for a recording.

CHAPTER 4: INTERNATIONAL CODING

Both musical works and sound recordings have international standard coding systems, ISRCs for recordings, and ISWCs for musical works. This helps collection authorities in this country and internationally to monitor usage and pay royalties accordingly.

ISRC or International Standard Recording Code

ISRCs are administered internationally by IFPI (International Federation of the Phonographic Industry) and nationally by PPL. PPL allocates a unique three letter code to each of its record company members, who in turn use this to generate an ISRC for each recording they make (i.e. each track on an album will have a separate code). The code is digitally embedded in the recording at the mastering stage of production. The record company then registers these codes alongside other track information with PPL via the PPL Repertoire Database. The code indicates the country of origin as well as the record label and the year it was made.

ISWC or International Standard Work Code

ISWCs are administered internationally by CISAC (International Confederation of Societies of Authors and Composers) and nationally by PRS for Music. Individual codes are allocated to musical works by PRS for Music when they are registered in its database. These are held and monitored by PRS for Music and passed on to CISAC to be added to the international database.

CHAPTER 5: THE ROLE OF PUBLISHERS

A music publisher works on behalf of composers and songwriters (writers), promoting the commercial use of their music and collecting royalties on their behalf (sometimes via the collection societies, sometimes by directly negotiating licenses).

There are three main types of agreement between a writer and a publisher:

- **Exclusive Songwriter Agreement, which covers all of a writer's works**
- **Specific Agreement, which covers a specific work**
- **Part-Catalogue Agreement, which covers a particular collection of a writer's works.**

As a composer or songwriter, you assign the rights in your work(s) to the publisher and they take a percentage of your royalties for that work in return for promoting its commercial use. An important part of a publisher's work is pursuing opportunities for musical works in their catalogue to be used in film, TV, advertising etc, and this is usually licensed directly by the publisher (i.e. does not go through PRS). Publishers may also seek commissions on behalf of their artists, and look for opportunities for works to be recorded by other artists.

As a published artist you can still be a member of PRS for Music. You will not be able to join MCPS if your publisher is a member, which they should be. As long as they are a member of PRS, it will be your publisher's responsibility to register your musical works on the database (or those that they control the rights to if not all).

PRS pays royalties (those which come through them) directly to you and your publisher according to your publishing agreement, always paying a minimum of 50% to the writer. If the details of your agreement are not registered with PRS, then the royalties will automatically be split 50/50, and any remaining royalties which you are owed should be paid to you by the publisher. If you are not a member, PRS will usually make arrangements for the share of royalties that would normally be paid directly to you to be forwarded to your publisher to pass on to you (see below).

MCPS pay all of the mechanical royalties directly to the publisher and the publisher then pays the artist according to the publishing agreement. MCPS is owned by the Music Publishers Association (MPA), who work closely with PRS for Music.

A publisher is also responsible for protecting the copyright of the artists' works in their catalogue, ensuring copyright is not being abused and keeping track of how and where works are being used (it's in their interests as well as the artists), as well as in terms of the moral rights:

“An important part of the publishing contract with songwriters is the upholding of their Moral rights: the publisher as well as being the advocate of the music is the guardian of the moral rights”

Will Lines, MPA

PART 2: THINGS TO DO

WHAT YOU'RE ENTITLED TO AND HOW TO GET IT

This section of the guide is broken down according to different types of activity in which you may engage in your professional life. The main roles which you are likely to adopt within your career which are relevant to copyright are:

- **Performing on recordings**
- **Composing/songwriting**
- **Releasing your own recordings (or otherwise owning the rights to your recordings – if you're not sure who owns the rights you should read this section).**

CHAPTER 6: PERFORMERS ON RECORDINGS



Does this apply to me?

If you have performed on a recording which has received airplay or been played in a public place e.g. a pub or restaurant, then this section applies to you. This includes session work – any consent forms you may have been asked to sign do not negate your rights as outlined below.

What am I entitled to?

As a performer on a recording (your own or someone else's), you have the right to 'equitable remuneration' from the owners of the copyright in the sound recording (i.e. the record company) when that recording is:

- **played in public or**
- **communicated to the public (excluding certain electronic transmissions).**

This includes when a recording is broadcast, or played in a public place e.g. a pub or restaurant.

As already mentioned, this right cannot be assigned or licensed (i.e. you can't sign it away) though different amounts will be owed to you according to your role in the performance.

Who owes me?

The record label or owner of the copyright in the sound recording, though this is administered by PPL on their behalf (50% of the royalties it collects on behalf of labels goes directly to performers).

If the relevant recording is owned by a record company that is not a member of PPL, then they cannot collect licensing revenue on their behalf and hence cannot pay you. You will need to pursue this with the record label, as they legally owe you for the exploitation of your performances in this way. Similarly if the record company is a member but has not registered the recording on the PPL Repertoire Database, PPL cannot allocate licensing revenue and cannot pay performers. Again, you will need to take this up with the record label.

What do I need to do?

Firstly, you need to register with PPL as a performer. You can do this online, and it's free! Visit the website and follow the link for 'performers' and 'register now'. You will need a list of the recordings you have been involved in including title, main artist, record label and year of release.

What happens next?

PPL will allocate you an ID number (your PID); you should give this to any record company (or person making arrangements for a recording) who you are recording for and encourage them to log this next to your name when they register the recording on the PPL Repertoire Database.

PPL will also provide you with log in details to access their 'myPPL' and claims facilities – this will allow you to ensure you are correctly linked to recordings on which you have performed (see 'The claims process', page 25).

When and how will I receive payment?

Revenue will accrue for you from the public performance or broadcast of recordings on which you have performed. Payment is made once a year by direct transfer into your bank account. Revenues collected during the course of a year are paid out towards the middle of the following year, for example revenues collected between 1st January 2010 and 31st December 2010 are distributed on 30th June 2011.

There are also four adjustment payments each year, which take into consideration things like new member claims, the resolution of disputes, the delayed provision of usage information and the receipt and allocation of international payments.

All payments are subject to a payment threshold of £5 for payments made in the UK and £50 for payments to outside the UK.

As a performer, your first payment (subject to the relevant payment threshold being reached) will be at the first adjustment payment after you register.

What if a recording I have performed on is not registered on the PPL Repertoire Database, or I am not listed as a performer?

It is likely that you won't be listed correctly on some of the recordings you have performed on, some may not even be there, and some of the record companies you have worked with, particularly if it is an individual releasing their own recordings, may not be members of PPL. If this is the case you should encourage them to join (it is free – see 'Releasing your own recordings' page 29) and register their recordings and explain to them that both they and you could be missing out on royalty income if they don't.

You should also inform PPL of any recordings on which you have performed which are not registered or to which you are not linked. If the record company is a member, PPL's Performer and Record Company Services teams would then work to get the repertoire registered.

What about backdated royalties?

If any recordings on which you have performed have been used by PPL's licensees, and providing the record company is a member of PPL, and the relevant recording is registered in the database including performer line-up, then some royalties will have accrued for you.

Once you have registered you can claim any accrued royalties backdated 6 years – providing the recording has been registered with PPL. If the label has not provided a performer line-up for the recording in question, you (the performer) can currently make a claim to be linked to it by providing suitable supporting evidence.

What if I own the rights to the recording I have performed on?

This can get confusing (you are entitled to equitable remuneration from yourself) but basically you still need to go through the same process as 50% of licence revenue allocated to your recording will be taken off automatically by PPL to go to performers, even though that might be you!

NOTE: protecting your rights

You should get into the habit of keeping your discography accurate and up to date with details of all recordings you have been involved in, including the following information:

- **date of recording**
- **recording studio**
- **record label or person making arrangements for the recording**
- **name of track(s) on which you performed**
- **album title (if known)**
- **copy of letter of agreement/contract/album artwork featuring your name or any other evidence that you performed on the recording.**

This will be very useful to you in the event that a record company has not provided a full performer line-up for a recording which you have participated in, or in the event of a dispute.

The claims process

If you believe that you have not been paid for a performance on a recording you can make a claim to PPL.

Unfortunately, PPL do not have complete performer information on all of the recordings in their database. You can use the claims process to ensure you are correctly credited on recordings on which you have performed.

You can access the PPL Repertoire Database via your MyPPL account. This is a complete list of all recordings registered with PPL. Here you can search for recordings on which you have performed, check you are correctly credited for your performance and make a claim where necessary. For more details visit: <http://www.ppluk.com/en/Performers/Claims/Submit-a-claim/>

CHAPTER 7: COMPOSERS AND SONGWRITERS



Does this apply to me?

If you write music and/or lyrics and any of that music has been:

- **recorded**
- **broadcast on radio, TV or used online (other than by you e.g. on your website or MySpace)**
- **performed in public**
- **otherwise played in public**

then this section applies to you.

What am I entitled to?

As a composer or songwriter (or the owner of the copyright in a musical work) you are entitled to royalties whenever your music is:

- **copied**
- **issued to the public**
- **rented or lent to the public**
- **performed in public**
- **communicated to the public (e.g. broadcast)**
- **adapted or when any of these acts are done in relation to an adaptation**

(the acts restricted by copyright).

Who owes me?

In theory anyone who wishes to do any of the above in relation to your music. In practice it is far too complicated for composers to deal directly with those who wish to use their music. PRS for Music acts on behalf of composers (and publishers) to license businesses wishing to use music (MCPS, under the PRS for Music brand, is responsible for issuing licences for the use of music in products). The income from these licences is then distributed to the relevant copyright holders and publishers (see section on PRS for Music).

What do I need to do?

This depends on how your music is being used.

PRS FOR MUSIC MEMBERSHIP

If your work is being:

- **broadcast on radio/TV**
- **used online**
- **performed live in concert**
- **otherwise played in public**

you need to become a member of PRS for Music. If you have a publisher, you may not need to join, depending on your agreement (see 'The role of publishers' page 21).

How do I join and how much does it cost?

Membership costs £10 and this is taken off your first royalty cheque, so you don't need to pay anything up front. You will need to fill out their online membership form, print, sign and return it to them by post. You will need a photocopy of your birth certificate or passport and your bank account details.

What happens next? Registering your work...

PRS for Music will issue you with a CAE number (Compositeur, Auteurs et Editeurs) and username and password to allow you to access their online database. You then need to log in and register your compositions in order for them to start collecting licensing revenue on your behalf. They will allocate ISWC codes to your compositions, which help them to monitor usage. It is important that you regularly update the database with your new work to avoid missing out. If you have a publisher (and providing they are a member of PRS for Music, which they should be) it will be their responsibility to register your works.

What if I have collaborated on music?

If you have co-written music, all parties must register ALL information including other composers and each contributor's agreed share of the royalties.

When and how will I get paid?

PRS for Music makes four payment runs per year (April, July, October, December), subject to your royalties reaching the minimum payment threshold of £30 for UK and Irish members or £60 for overseas members. The December payment is made whether or not you have reached the payment threshold, so if royalties have accrued for you but are less than £30 for the year, you will be paid this in December. Payments are made directly into your bank account. The delay between use of music and payment of royalties varies according to the source of revenue (see appendix 2, page 47).

MCPS MEMBERSHIP

If your work is being:

- **commercially released by a record company (other than a record company you own)**
- **recorded into a radio or TV programme**
- **recorded in an audio-visual or multimedia production**
- **used online**

and you don't have a publisher, you need to also become a member of MCPS (you only need to meet one of these criteria). If you do have a publisher you should check that they are a member of MCPS. They will collect royalties from MCPS on your behalf and pass them on to you according to your agreement with them. MCPS membership costs £50 which you will need to pay upfront. You will also need evidence that your music has been used in this way, e.g. for a commercial release:

- **a photocopy of the sleeve/artwork for the recording, clearly indicating that you have a writer credit**
- **a letter from the record company (on their headed paper) confirming they have released a recording featuring your music**

for music recorded into a radio, TV, audio-visual or multimedia production or used online

- **a music cue sheet for the production clearly detailing inclusion of your music**
- **a letter from the production company (on their headed paper) confirming inclusion of your music in the production**
- **the web address and any other supporting information regarding the download of your music.**

What happens next?

You don't need to re-register your compositions, the PRS for Music database serves MCPS as well. MCPS will license the use of your compositions according to the quantity of products being manufactured and the amount they will be sold for and pass this on to you (after deducting a percentage for their running costs).

When and how will I get paid?

Payments are made monthly according to the use of your music and subject to a minimum payment

threshold of £30 for UK and Irish members or £60 for all other members. The length of time it takes for a payment to reach you depends on the type of licence it is coming from, as does the amount of commission MCPS takes (see appendix 3, page 48).

What happens if I am a member of MCPS and I want to release my own compositions/songs on my own record company?

If you are a member of MCPS and your works are registered with the PRS for Music database, any record company applying for a licence to mechanically reproduce those works will have to pay a licence fee. MCPS deducts an administration charge and pays the rest to you (or the proportion which relates to the use of your musical works in that product). If you own the record company, but already have an MCPS membership (remember you only need to have this membership if record companies other than your own wish to release your works) they will charge you the licence fee, deduct their administration cost and then pay back to you what's left.

Obviously this doesn't make a lot of sense for anyone! You can avoid this situation by placing an exclusion on your MCPS account. This means that any applications for licences that come from the label(s) you exclude will not have to pay a fee for the use of your works, therefore you avoid having to pay unnecessary administration costs and having to pay a licence effectively to yourself. If you are using a mixture of your own and others' works, you will have to pay a proportion of the licence fee calculated according to the proportion of music that is not yours (based on duration). You can set up an exclusion even if you aren't about to release a recording, for all future recordings on your label. Contact MCPS for more information about how to place an exclusion on your account.

What happens if my work has already been recorded by a label other than my own but I'm not yet a member of MCPS? Can I claim backdated royalties?

Yes, you can claim backdated royalties from MCPS. You may need evidence to support your claim (see above).

Collecting your royalties from other countries

You can choose whether or not you want PRS for Music to collect on your behalf in other countries, and if so which ones. PRS for Music relies on the information submitted to them by their partner organisations overseas in order to pay you correctly; some are more reliable than others at providing accurate usage data regarding members of their partner organisations.

If you are receiving airplay overseas and you are aware of where and when it is taking place you should submit this information to PRS for Music for them to follow up with the relevant collection society in that country. If you are receiving a great deal of airplay overseas it may be beneficial to you to employ someone to keep track of this information and submit it to PRS for Music. Publishers can be very useful in these circumstances, as it is obviously in their interests to make sure you are not missing out.

If you don't want PRS for Music to act on your behalf abroad you may wish to join collecting societies in those territories directly.

NOTE: protecting your copyright

A work does not become eligible for copyright until it is written down or recorded in some form. Until this point it is therefore vulnerable to plagiarism. So make sure you do write it down or record it.

Registering your compositions with PRS helps protect you as the owner of the copyright in the case of a dispute. You may also wish to send yourself copies of your compositions, written or recorded, by registered mail, clearly marked with the title on the outside which you can use as evidence. Make sure you keep it sealed.

CHAPTER 8: OWNERS OF THE COPYRIGHT IN A SOUND RECORDING

Self-releasing, running own record label, unsure of agreement with label

Does this apply to me?

This section applies to you if:

- **you run your own record company**
- **you have recorded and released your own CDs and/or downloads**
- **you have released an album through another record company but you made arrangements/put up funds to make the recording and your agreement with the company is such that you own the rights in the recording**
- **you do not have a formal agreement with your record company and you are unsure as to who owns the rights in the recording.**



What am I entitled to?

As the owner of the copyright in a sound recording (a 'record company' for the sake of argument) you are entitled to a different set of royalty payments, aside from those as a performer (equitable remuneration right) or composer (owner of copyright in the musical work). A sound recording is a separate copyright work from the musical work which it records and separate again from the rights in the performances on that recording.

The same 'acts restricted by copyright' apply as for a musical composition, but for the use of the recording itself:

- **the right to copy the work**
- **the right to issue copies of the work to the public**
- **the right to rent or lend copies of the work to the public**
- **the right to adapt the work or do any of these acts in relation to an adaptation**

(If anyone other than the record company themselves wishes to do any of the above in relation to a recording they must first approach the record company and negotiate a licence.)

- **the right to play the work in public (i.e. to play a recording in a public place)**
- **the right to communicate the work to the public (e.g. to broadcast)**

The above rights are administered by PPL on behalf of its record company members. If you are not a member of PPL, then in theory anyone wishing to play your recorded music in public would have to first approach you directly for a licence, though in practice it would be very hard to enforce this.

PPL licence those wishing to play recorded music in public or otherwise communicate it to the public and, after deducting costs, allocate the revenue according to usage to the relevant recordings as registered in their database. 50% of these monies go to the performers on the recordings and the remaining 50% go to the record companies.

Your responsibilities

As a record company, or the owner of the copyright in a sound recording, you also have certain responsibilities towards the performers on your recording and the composers of the music you have recorded:

- **MCPS licence**

If you wish to manufacture copies of a recording in any physical format, you are required to obtain a licence from MCPS. This is calculated according to the number of copies you wish to manufacture, the price you intend to sell them at and the proportion of the music you have recorded which is not your own composition or in the public domain (see 'MCPS', page 14). The licence fee will be paid to the relevant composers after costs have been deducted by MCPS. If you are only recording your own compositions (and you are not registered with MCPS) then you will not need to pay a fee but you will still have to apply.

- **Performers' equitable remuneration right**

You are required to ensure performers on your recording receive payment when that recording is played in public or broadcast. If you become a member of PPL as a record company they will administer this on your behalf, though you must register your recordings with their database and include full performer line-ups including performer ID numbers (PIDs) where possible.

What do I need to do? Membership and registering recordings...

Whether you have already released your own recordings (or own the rights to a recording released through another label) or are about to do so, you need to become a Record Label member of PPL. This is free, so there's no excuse!

- **Sign on through the MyPPL portal on the PPL website and apply to become a PPL rights holder member on line the link is <http://ppluk/en/Record-Companies/THINGS-ARE-CHANGING/>**
- **Once you have done this use the following link to help to get started for registering your repertoire: <http://ppluk/en/Record-Companies/repertoire2/How-Do-I-Get-Started/>**
- **Email the PPL Record Company helpdesk: repertoire@ppluk.com, stating the following:**
 - **Your record company name**
 - **A full contact name for the record company**
 - **The record company's postal address and telephone number**

It doesn't matter if you are not a registered company – you can still join in the same way.

- **They will assign you a username and password to log into the PPL Repertoire Database**
- **Download App. V4.2 from their website and use it to register tracks and products on the Repertoire Database. Include all the performers on the recording and their PIDs. If you are registering back catalogue you should do this as soon as possible as revenues cannot be allocated where recordings are not registered (see below). If you are registering a forthcoming release you should make sure all information is submitted at least 3 weeks prior to your intended release date.**
- **You can also use App. V4.2 to apply for an MCPS licence (if you do not already have one), or you can do this separately directly through MCPS. (It makes much more sense to do it all at the same time through PPL as this way you only have to input the information once.)**
- **Once you have uploaded your first product to the database, PPL will send you a membership application and a series of mandates for you to fill in and return to them to complete the membership application.**
- **Once your membership application has been received PPL will email you your record company ID.**

NOTE – recordings not registered on the PPL Repertoire Database

If you do not register one of your recordings with PPL and then if that recording is used by a licensee, PPL will not be able to match the recording to the usage data and therefore there will be no licensing revenue allocated to that recording. The monies that could have been allocated to that recording (if it was registered) will be divided between those recordings that PPL was able to match from the usage data. So you must make sure you register everything, quickly, preferably at least three weeks prior to release, and accurately, including full performer line-up.

Back catalogue

If you were a member of PPL prior to 2003, you should have registered your recordings with MCPS using the 4 part Repertoire Registration Form (RRF). This data would have been keyed onto the National Discography database (ND) and transferred to PPL monthly. The PPL Repertoire Database, known as CatCo at the time, went live on 1st January 2003. The two databases (ND & CatCo) were synchronised on 31st December 2002 so that all previously registered repertoire was available from CatCo's launch, and all repertoire from that date was registered using the CatCo application.

If you became a member after 1st January 2003 and already had any back catalogue, you would have been required to register all your releases via the Repertoire Database application, as is still the case. PPL cannot collect royalties on recordings which are not registered on the database and so any back catalogue that you have will only start to accrue royalties from the point at which it is registered.

ISRCs

When you first contact PPL you should also request an ISRC first registrant code. This will be unique to you as a record company and you can use it to generate individual codes for each of your recordings. These codes should be digitally embedded in your recordings at the mastering stage of production, and you will need them when you come to register your recordings on the database. They will help PPL to monitor how your recordings are being used and how often.

When and how will I get paid?

If one or more of PPL's licensees uses your recording (and providing the recording is registered accurately), money will be allocated to it (according to the level and type of usage).

As for performers, payment is made once a year by direct transfer into your bank account. Revenues collected during the course of a year are paid out towards the middle of the following year, for example, revenues collected between 1st January 2010 and 31st December 2010 are distributed on 30 June 2011.

There are also four adjustment payments each year, which take into consideration things like new member claims, the resolution of disputes, the delayed provision of usage information and the receipt and allocation of international payments. All payments are subject to a payment threshold of £5 for payments made in the UK and £50 for payments to outside the UK.

As a record company, your first payment (subject to the relevant payment threshold being reached) will be the main payment run in the year following you joining, for example if you joined between 1 January 2010 and 31 December 2010, your first payment will be on 30 June 2011.

What to do if nothing seems to be happening with your account

If you have done all this, have been registered for over a year, know that you have received airplay in the previous year and do not appear to have received any payment or communications from PPL you should contact the PPL record company helpdesk and explain your situation to them. There may be a dispute over ownership or you may have failed to register your work correctly.

Low numbers of releases should not affect your account though your username and password may be suspended if you do not log into the repertoire database at least once every 3 months – you can re-activate them by contacting the record company helpdesk (it is fairly instant).

SUMMARY

The following is intended to be a quick reference or checklist for you to remind yourself of the steps you need to take to earn royalties from your copyright work, and where relevant to ensure you meet your obligations with regard to your use of others' work (in the case that you are the owner of the copyright in any sound recordings).

What do you do?

Performers...

- 1) Have you performed on any recording which has received airplay or been played in a public place (e.g. a pub or restaurant)?



Yes...

- register as a performer with PPL
- ensure that you are correctly linked to the recordings you have been involved in on their database, via the Active Records List, available via myPPL, an online resource for registered performers
- check the Active Recordings List once a year for recordings you have been involved in
- keep accurate records of all recordings you are involved in
- inform PPL of any recordings you have been involved in which do not appear on their database

No...

- you need not do anything at this stage though you should register as soon as this becomes the case

Songwriters and composers...

1) Have your songs/compositions been

- broadcast on radio/TV?
- used online?
- performed live in concert?
- otherwise played in public?



Yes (to any of the above)...

- become a member of PRS for Music, this costs £10
- register your compositions on the database, via their online system or by requesting a paper or other method
- update with your new compositions before they are performed or recorded

No...

- you don't need to do anything at this stage

2) Have your songs/compositions been

- commercially released by a record company (other than a record company you own)
- recorded into a radio or TV programme
- recorded in an audio-visual or multimedia production
- used online

Yes (to any of the above)...

If you have a publisher...

- ensure that your publisher is a member of MCPS



If you don't have a publisher...

- become a writer member of MCPS, this costs £50
- you do not need to register your songs/compositions again as long as they are already registered with PRS for Music

**No...**

- you don't need to do anything at this stage

Record companies/self releasing artists/owners of the rights in sound recordings...

1) Do you own the rights to any sound recordings?

No...

- This section does not apply to you

Yes...

- Become a record company member of PPL – you do not need to be a registered company
- Request a first registrant ISRC code, from which you can generate individual codes for each recording (track) you own
- Register all of your recordings (including full performer line-up) and products (i.e. CDs etc) on the PPL Repertoire Database, via App. V4.2, a program which you can download from their website

2) Have you already released any CDs (or other audio products)?

Yes...

a) Do you have an MCPS licence for all of your CDs?

Yes...

- Good!

No...

- Apply for one via the PRS for Music website, or simply check the 'MCPS Licence Required' box when you are registering your recordings with PPL
- They will send you an invoice (you will not need to pay to use your own compositions)
- Pay it! This money goes to the composers of the music you have used

b) Do you have ISRC codes digitally embedded in your recordings?

Yes...

- Good! You will need these when you register your recordings with PPL, if you haven't done so already

No...

- You will still need to allocate ISRC codes to all your tracks and register them with PPL. If you wish to re-press your CD at some stage you should have these codes digitally embedded in the master first

**No (but you're about to)...**

- Allocate ISRC codes to all your recordings and have them digitally embedded at the mastering stage of production
- Register your recordings at least 3 weeks prior to release and make sure you include an accurate and complete performer line-up
- Apply for your MCPS licence by checking the 'MCPS licence required' box when you register products with PPL

That's it! May the royalties flow freely into your bank account and support you to do what you do best... make music!

CASE STUDIES



JIM HART

Instrument: Vibes, drums and piano

Education: Chethams 1994-1996, Guildhall School of Music and Drama, BMus 96-98, Post Grad Jazz 98-99

Years playing professionally: 10

Record label: Jim Hart/Loop Records, Woodville Records, Basho Records (for Neon - with Stan Sulzmann and Gwilym Simcock)

Lines of work: performer, bandleader, composer, lyricist, releasing own recordings, session player, co-runs Loop Records with Jasper Hoiby, has featured on some library music.

Discography: see appendix 4

A bit of history...

Originally from Cornwall, Jim has been passionate about music from the age of four when he began learning drums and piano, quickly moving on to include tuned and orchestral percussion. He was first introduced to jazz aged 10 through his piano teacher at the time and has been pretty much hooked ever since.

Apart from a brief flirtation with the idea of running away to the circus (aged about 9), he has pursued his chosen career fairly single-mindedly, studying for two years at Chetham's School of Music, where he reached the finals of the '96 BBC Young Musician of the Year competition and received the John Dankworth award for most promising musician in the BBC Big Band of the year competition, and then going on to study at the Guildhall School of Music and Drama in London.

From 2001 – 03 Jim was the regular drummer for The National Youth Jazz Orchestra giving him the opportunity to work with the likes of Phil Woods, John Dankworth and Cleo Laine among others.

Jim currently plays regularly with John Dankworth and Cleo Laine, Martin Drew's New Jazz Couriers, Stan Sulzmann, Gwilym Simcock, Alan Barnes, Paul Clarvis and The Matt Wates Sextet to name just a few, as well as leading two groups of his own, Gemini and the Jim Hart Quartet. He has also played with Shaun Escoffery, The Herbaliser, Franco Ambrosetti, The Heritage Orchestra, Airtó Moreira and many more.

Jim was the winner of a British Jazz award in 2006, 2007 and 2008 and also won the 2006 Worshipful Company of Musicians bronze medal. He is also a founder member of the Loop Collective, a collective of jazz musicians in and around north London and co-runs the collective's record label, Loop Records, with Jasper Hoiby.

Where he's at and where he'd like to be...

The current picture of Jim's working life takes in a broad spectrum of different areas of work within music, with a heavy emphasis on playing; a combination of tours and other projects with the many artists and bands he works with, including his own two quartets, interspersed with ongoing work with the likes of the Jazz Couriers, the Dankworths, Neon and Alan Barnes' Project, which 'fills in the gaps'.

Jim has been and continues to be involved in a number of recording projects, including session work with some more mainstream artists and bands. Some of these projects have only received limited airplay, but others have and continue to show up more frequently on radio and in other contexts.

Jim is also an avid composer and uses his quartet Gemini as the main outlet for his musical work, performing and recording only original material. He has released one album, 'Emergence', with Gemini, which he released under the 'Loop Records' label, and will be releasing his second album with Gemini, 'Narrada', also Loop Records, in November.

Loop Records is purely a marketing label; it allows the members of the collective to have a joint distribution deal (through Cadiz) and helps them achieve a higher profile than if they were each using separate label names, but each member who releases an album makes the arrangements, both financial and otherwise, themselves, retains the copyright in their sound recordings and effectively functions as their own record company.

Jim's compositions are also performed by bands other than his own (but only where he is a band member – as far as we're aware) and have been recorded by others too.

Jim is passionate about all areas of his working life and wants to continue to develop and pursue his work as a 'side man', as well as focussing more on his own bands and compositions, and hopes to raise his profile as a band leader and writer.

Copyright and royalties...

As a recording performer (with a substantial and growing discography), a composer and a self releasing artist, there is potential for Jim to earn royalties from all of the three potential lines of work relevant to copyright that we have discussed – from his musical works, his sound recordings, and his rights as a performer.

...As a performer...

Since our meeting, Jim has registered as a performer with PPL. Though the amount he could be receiving is currently likely to be fairly low, with such a large and growing number of recordings, covering the whole range from band leader to session player, some of which are more commercial, this is likely to grow over time and could represent a not insignificant source of income later in his career.

On investigation it appears that a number of the recordings Jim has been involved in have not been registered on the PPL Repertoire Database, or do not have Jim properly listed as a performer. This may also mean that some of the smaller labels and individuals he has recorded with are not members of PPL. Though they may not be receiving significant airplay at present, they will miss out if they do not join (as royalties accrue) as will Jim and any other performers who have been involved.

It is important that Jim completes his registration process and makes a claim to be added to any recordings which are on the active recordings list but to which he is not linked. He should also inform PPL of any recordings he has been involved in which do not appear to be registered so that they can follow up with their members. If Jim knows of any individuals or record companies he has recorded with who are not members of PPL he should encourage them to join and register their works.

Jim should also continue to keep accurate records of any recordings he's involved in including suitable evidence wherever possible.

...As a composer...

Jim is a member of PRS for Music and has registered some of his works on their database. Though he finds it easy to use, his busy lifestyle means that the task of updating with new work has up until now fallen to the bottom of the list. It is important that Jim finds the opportunity to update the database with his new works if he is intending to perform or record them, so that he doesn't miss out on potential royalty income. He has not yet received any payments from them as he has been a member for less than a year.

Jim is not currently a member of MCPS. He should consider becoming a member, as his work has been recorded by other record companies, and this is particularly important if he intends to focus attention on his composing in the future and attempt to find opportunities for others to use and record his work.

...As a record company/self releasing artist...

Jim is unsure as to whether or not he is a member of PPL as a record company. He attempted to join when he first released 'Emergence' though did not register any work and so it is likely he never completed the membership process.

It is important that Jim establish what the situation is, complete his membership process and register his existing recordings and forthcoming release. Ideally he should do this at least 3 weeks before he releases his next album to avoid missing out on royalties for airplay around the time of release. This is also important in terms of him fulfilling his obligation to the performers on his recordings.

Summing up...

Up until now, Jim has overlooked a lot of the potential for income from copyright and the rights in his performances. The nature of his career is such that the combination of royalty income from different aspects of his work could represent a significant source of revenue as he moves forward and could be a support for him financially. He should ensure that the relevant memberships/registrations are in place and works are registered and up to date, to allow this income to reach him.

To find out more about Jim Hart and the Loop Collective:

www.jimhart.co.uk

www.loopcollective.org



IDA HOLLIS

Instrument: bass guitar

Education: Birmingham Conservatoire, BMus (hons) Jazz, 2002-06

Years playing professionally: 06-07, 08-present

Lines of work: performer, bandleader, composer

Discography: Joe Archer Quartet, 'A short trip home', Independent release, 2007

A bit of history...

Ida Hollis grew up surrounded by music. Both her parents were classically-trained musicians and had gone on to have successful careers in music education. As a young person she learnt classical piano and took up electric guitar aged 15, quickly moving on to electric bass where she found her true calling. About a year or so later, Ida was introduced to jazz, going along to live gigs with friends. She quickly developed a keen interest, alongside her growing love of 70s funk and fusion.

From 2001-02 Ida took Tim Whitehead's jazz workshop at London Weekend Arts College (WAC), and the following September she was accepted at the Birmingham Conservatoire where she studied with Liam Noble, Arnie Somogyi and Hans Koller, graduating in 2006.

From 2006-07 Ida played extensively on the Birmingham scene, with students graduating from the Conservatoire, and recorded 'A short trip home' with the Joe Archer Quartet. Following a short break she moved her attentions to London in 2008.

Where she's at and where she'd like to be...

Ida currently works with a wide range of artists and bands from contemporary jazz to funk to singer-songwriters. Several of these bands are just starting out, including her own quartet with fellow WAC alumni Pete Fraser (sax) plus Birmingham Conservatoire grads Lee Blackmore (guitar) and Jim Bashford (drums). As a result, much of Ida's time is currently taken up with rehearsing new material, especially as some of the bands are getting ready to make their first recordings. She gigs regularly – "the functions pay the bills, the rest is the interesting bit!" – and teaches private students guitar and bass, as well as working part time for a music promotions company.

Ida uses her own quartet as the outlet for her compositional work, and hopes to record and release an album in 2010. She is considering the possibility of releasing her recordings independently, though also recognises the advantages of having the backing of a record label (not so easy to come by), particularly this early in her career.

Copyright and royalties...

As things stand at the moment, Ida would not be earning income from copyright, though she is on the edge of potential earnings from two categories – as a performer and as a composer. If she chooses to release her recordings herself, she will also fall into the third category, as a record company. This puts her in a strong position to make sure that things are set up at the right time so that she does not miss out.

...As a performer...

Ida has only performed on one recording so far, and after having searched the PPL database, there is no sign of it. As far as we're aware, it has not received much airplay so far, but she should contact the individual who released the recording and encourage them to become a member of PPL and register the album, so as not to miss out on any future revenue.

Ida should register as a performer with PPL and make sure she is linked to this and any forthcoming releases to ensure that she receives any royalties that accrue from her performances on recordings in the future. She should keep records of any recordings she is involved in.

...As a composer...

Ida is at the beginning of her composing career and is starting to perform her own material on gigs. At this point she should become a member of PRS and register her compositions with them online to ensure she receives royalties for the public performance of her work. This will become even more important at such a time as she chooses to record her work and seek airplay for it.

At this stage it is not worth Ida joining MCPS but if in the future she does choose to record with a record company and not release independently, she should consider joining.

...As a record company...

At the moment this is not relevant for Ida, though if she chooses to release an album herself it will become relevant. If she does choose to go down this route, she should make sure that she registers her first album at least 3 weeks in advance of release.

Summing up...

Ida is at the beginning of her career in terms of copyright. It is likely that in the near future she will start to see a trickle of income from her rights as a performer and from the performance and recording of her own music and this is highly likely to increase as her career progresses and her profile increases, particularly if she continues to work and record with a number of different bands. She is in a strong position to get things organised early so that any potential royalties will find their way to her.

To find out more about Ida Hollis:

www.myspace.com/idahollis



JULIET KELLY

Instrument: voice

Education: Guildhall School of Music and Drama, post grad Jazz

Record label: Purple Stiletto (own label), has also recorded with 33 Records.

Publisher: Previously published by Independent Music Group
Lines of work: performer, bandleader, composer, lyricist, releasing own recordings, producer.

Discography: Juliet Kelly, 'Aphrodite's Child' (33 Records) 2003

Juliet Kelly, 'Delicious Chemistry' (Purple Stiletto) 2005

Courtney Pine, 'Resistance' (Destin-E Records) 2005

Juliet Kelly, 'Licorice Kiss' (Purple Stiletto) 2009

A bit of history...

Juliet Kelly discovered her talent for singing whilst studying for an economics degree. On the encouragement of her singing teacher, Anita Wardell, she applied to the post graduate course at Guildhall and was accepted. In her own words, she just "fell into it. I'd had no thoughts of becoming a singer at all, I didn't know anything about jazz, I had a lot of catching up to do."

After a year at Guildhall, and a lot of studying, Juliet found herself flung to the top of the London jazz scene, playing her first gigs with Gary Crosby and Jonathan Gee at the London Jazz Festival. Following this initial burst, things calmed down a little and Juliet gigged heavily at smaller venues across London and the rest of the country, at the same time beginning to work on her own material and finding her own voice as a songwriter, something she was intent on from the outset of her career.

As a bandleader, her first steps were equally impressive, supporting Carmen Lundy at the Queen Elizabeth Hall on her first gig with her own band and songs, 'at the time it felt easy, but then real life kicked in and I realised it wasn't so easy after all'.

Since then, Juliet has worked with Talvin Singh, Jim Mullen, John Etheridge, Gary Crosby, Orphy Robinson, Alex Wilson, Seb Rochford, Dimitri Vassilakos, Tony Kofi, Kate Williams, Gareth Williams, Tony Remy, Jason Yarde, Byron Wallen, Omar Puente, Roger Beaujolais, Carleen Anderson and Julie Dexter, as well as performing and recording with Courtney Pine. She has recorded three albums under her own name, Aphrodite's Child, Delicious Chemistry and her most recent release, Licorice Kiss, on her own record label, Purple Stiletto. Her songwriting ability has been widely praised and she took honours in the jazz category of the 2004 International Songwriting Competition. She has been recipient of several Jazz Services Touring Awards as well as support from Arts Council England for her first album and is the recent recipient of a National Lottery grant through Arts Council England for her UK tour in autumn 2009.

Where she's at and where she'd like to be...

Juliet is currently focusing her attention on developing her own material as a songwriter and bandleader, though she spends more than 50% of her time on admin, which she hates: "you've got to otherwise everything else goes to waste, it doesn't matter how good you are if no-one knows about it. Space for jazz in the media is being restricted more and more; you're fighting with the big labels for what's left. It gets demoralising at times but I know that if I don't do it I won't get the work. I wish there was more time for writing, rehearsing and doing the gigs, not just trying to get them. If I could be doing 50% writing and 50% recording and performing I'd be really happy."

Copyright and royalties...

Hopefully as Juliet's profile as a songwriter continues to grow and her compositions become more widely used, the royalty income from this will help her to achieve her aims, as well as royalty income from the recording rights and performance. Juliet did have a publisher for her work but unfortunately the deal was made towards the end of the recent 'Jazz bubble' (as she describes it) and they were unable to put any work or opportunities her way for the year and a half she was signed to them. Although the contract has reached an end, Juliet retains an unofficial relationship with the company and they continue to put her name forward in the hope that she will be able to return to them at such a time as they can offer her work.

...As a performer...

Juliet is registered with PPL as a performer, though she has not yet received any royalties from this source. This is mainly because she has not joined PPL as a record company or registered any of her own recordings, and these are the majority of the recordings she has been involved in.

...As a songwriter...

Juliet is already an established and recognised songwriter. She is a member of PRS and in the habit of regularly updating her work on their database, which she finds easy to use. She has seen a fair amount of royalty income so far from this source though has noticed a significant drop more recently, due in part, she feels, to the ever decreasing media coverage of jazz, as well as PRS's new lower tariffs for broadcast as a result of increased platforms with digital and Internet radio – a Radio 2 broadcast of one of her songs which earned approximately £90 five years ago, now, in her experience, earns a lot less.

...As a record company/self releasing artist...

Juliet is not currently a record company member of PPL. She should arrange this as soon as possible to avoid missing out on any further royalty income from the use of her own release (she will already have forfeited any potential revenue from this source up to the point at which she becomes a member and registers her recordings on the database).

Juliet also owns the rights to the sound recordings released on 33 Records, so she should also register these with PPL under her own name.

Summing up...

Juliet has already enjoyed a small but not insignificant level of royalty income from her songwriting. Despite her noting the recent decrease in this, it will hopefully become a vital part of her income if she continues to pursue outlets for her music, with composing being such an important part of her career aims.

She is currently missing out on any potential royalty income as a record company and as a performer on her own recordings, and she should arrange her membership to PPL and register her recordings as soon as possible, as this will ultimately increase her potential royalty income and so help to support her in her goal of devoting more time to writing, performing and recording, and less time to admin.

To find out more about Juliet Kelly:

www.julietkelly.com

Juliet on Twitter: [www.twitter.com/julietkelly](https://twitter.com/julietkelly)

Juliet on MySpace: www.myspace.com/julietkelly

Juliet on FaceBook: www.facebook.com/pages/Juliet-Kelly/23557922987



TIM WHITEHEAD

Instrument: Saxophone

Education: Self taught

Years playing professionally: 33

Record label(s): HomeMade Records (own label), Editions EG, Spotlite Records, Ronnie Scott's Jazzhouse

Publisher: EMI (originally with Music House who were taken over by EMI) – two albums of library music commissioned specifically by Music House for their catalogue.

Discography: See appendix 5

Lines of work: performer, session player (more so in the past), bandleader, composer, writing for film (title theme for the re-release of the 60s cult film 'The Committee'), writing library music, lyricist, producer, releasing own recordings

A bit of history...

Tim Whitehead was born in Liverpool in 1950, the son of one of the original writers of Dennis the Menace in the children's comic, The Beano. His first public performance was as solo clarinetist in his school orchestra's rendition of Mozart's Clarinet Concerto, conducted by his school friend Simon Rattle. From this promising musical beginning, Tim decided to follow a career in law, but was pulled back to music, and more specifically jazz, soon after qualifying.

"I was trying to find a way of playing music that matched the feelings I had creatively, that had the possibility of a level of creativity in it that I was looking for, and jazz was the only place that I could find it.

"I became more and more attracted to recorded examples and listening to jazz live. I'd gone through other forms of music; I'd started off playing classical clarinet while I was at school. Then I played with a folk band at college which turned into a kind of Heinz 57 band as they did in those days, playing all different genres and loosely pretending it fitted into folk clubs, and via that I started getting into jazz. One of the guys in the band, Tony Stark, knew a bit more about jazz than I did, he had a few albums and I listened to those, Stan Getz with Astrud Gilberto and Gary Burton Live at the Café Au Go Go (a very good album) - we started playing the odd tune from things like that and that started to whet my appetite.

"In parallel with that, as soon as I started playing clarinet I started inventing things. I didn't consider that it was anything important, in fact I used to save it for Saturday afternoons when mum used to go out shopping and most of the people in the house were out and that's when I started mucking around with things. My interest in improvisation was there before I knew anything about jazz really and then jazz hooked in with it as the only 20th Century formal discipline in improvisation. No other form of music had any formal discipline, classical music certainly didn't and still doesn't. Some forms of folk music in the world do have some disciplines around improvisation of a very basic kind, but jazz has got a very highly developed discipline - harmonically, rhythmically, melodically, structurally - you can learn. So that's where I went, bit by bit... shambolic at first."

During his career, Tim has played extensively throughout the UK and Europe, and more recently in the USA. He has recorded with numerous artists, including as a session musician on a number of commercial recordings and in film music. He has written two albums of library music, both published by EMI (formerly by Music House) which have been used in TV and advertising on both sides of the Atlantic. He is also a highly regarded jazz educator and a longstanding activist within the field of jazz as well as inclusion (he is chair of the trustees of the charity Parents for Inclusion – an organisation which trains parents and professionals on the social model of disability and campaigns for inclusive education for all).

In the 70s, Tim toured with Ian Carr's Nucleus and Graham Collier Music and won the Young Jazz Musicians of the Year Award with his own band South of the Border in 1977. In the 80's he was a member of the groundbreaking big band Loose Tubes, and continued to develop his own music, recording for Spotlight Records and Editions EG - English People (1983) and Decision (1987) with his own bands, featuring at different times John Parricelli, Django Bates, Nic France and Pete Jacobsen. In the 90's he recorded Authentic and Silence Between Waves, on Ronnie Scott's Jazz House Label with Dave Barry, Pete Jacobsen and Arnie Somogyi, and received The Andrew Milne Award for Jazz, as well as several other commissions during this period. In 1999 Tim released Personal Standards, an album of soul and pop tunes arranged for jazz quartet, which was Jazz Album of the Year in the BBC Music Magazine. This was his first release on his own label, HomeMade Records.

In 2000, Tim began a long-term collaboration with contemporary classical composer, Colin Riley and together they created the HomeMade Orchestra, which has since toured extensively, playing original music by Tim and Colin as well as other highly-acclaimed composers. They have recorded two albums, Tides (2000) and Inside Covers (2005) and won several awards and commissions, and they are currently touring their latest project, 'Nonsense', a collaboration with Children's Laureate Michael Rosen, featuring original music composed to Rosen's Nonsense poetry, performed by the HMO and Rosen himself.

Tim was a founder member and former chair of Jazz Umbrella and is also the founder of the musicians' co-operative WayOutWest, of which he was chair until 2008.

Over the last decade Tim has worked extensively with his own Personal Standards quartet, (featuring Liam Noble, Oli Hayhurst and Milo Fell) with whom he recently released 'Too Young To Go Steady' (2007). He collaborated with Italian pianist Giovanni Mirabassi (including the release of their album Lucky Boys in the UK and Japan in 2006) and worked with numerous others including American pianist Phil de Greg, UK pianist Gwilym Simcock and the Orchestra Viva.

Where he's at and where he'd like to be...

Tim is currently Artist in Residence at the Tate Britain (a first for a musician of any genre), where he is studying the life and work of the painter JMW Turner, and composing music to Turner's 'Colour Beginnings' watercolours and sketch books. As a result of this his time is devoted mainly to his work as a composer at present, though alongside this he is continuing to tour the Nonsense project with the HMO and gigging with his Personal Standards Quartet. There are a lot of areas of his work where he is collaborating with other people.

Looking ahead, Tim would like to be moving towards taking his music further out into the world, both current and future projects.

Copyright and royalties...

As a writing, recording and self-releasing artist, who's been on the scene for over 3 decades, copyright has and continues to play a vital role in Tim's life.

"To put it bluntly copyright has saved my wife and family from destitution on several occasions. There have been times when I've been caught up in a cash crisis and a then cheque has come in from PRS and sorted the whole thing out. It's been very important. I do feel as if I don't understand it all and as if it's hard to do that, and I really worry that I'm not looking after my own interests very well.

"Really, with my career where it is now and all the bits of recording and writing I've done and bits that I've had published, I feel as if I need somebody to actually look after that."

...As a performer...

Tim was a member of PAMRA, which has since merged into the performer section of PPL, and so his membership would have been passed on to them. As a performer he has been involved in a substantial number of recordings over his career including a number of commercial recordings as a session player and a number of successful jazz recordings, including his own. He will only have been eligible for equitable remuneration for airplay since 1996, but even those recordings he was involved in prior to this may still receive some airplay now, or may have done in the interim.

Tim has received some small payments from PPL but it is highly likely that he is not correctly linked to many of the recordings on which he has performed. He should take the time to log into his myPPL area and check on the active recordings list for anything which he has been involved in, as well as continuing to keep accurate records of all past and future recordings, in case he needs to make a claim to PPL for any recordings on which he is not credited.

...As a composer...

As a composer, Tim has a substantial catalogue of works, both published (library music) and unpublished. His work has been used on broadcasts and in recordings, on the re-release (to DVD) of the 1960s cult film, *The Committee* as well as on TV. He once received a statement from PRS listing an episode of the TV series 'The Fresh Prince of Bel-Air' and a piece of his music which he has no recollection of ever having released. Best not to ask questions when the money's in the bank...

The royalty income from his compositions has been a significant source of income for Tim throughout his career. However, he has not registered any works with PRS recently, and has not attempted to use the online system. This could mean he is missing out on further potential income so he should see to it that his full catalogue is registered as soon as possible. If he prefers not to use the online system he can request paper forms from PRS. The library music which is published will have been registered by Music House/EMI.

...As a record company/self releasing artist...

Tim began releasing his own recordings in 1999, but did not become a member of PPL as a record company until 2005. At the time he joined he registered all of his recordings on the database, but there were some problems with his joining forms due to having received some misinformation and these issues have yet to be resolved. As a result he has not received any royalty income from this source despite having received a small yet not insignificant amount of airplay for his recordings (large by jazz standards!).

It is important that these issues be resolved as soon as possible to prevent Tim losing out on any further potential royalty income from this source. He should also contact PPL to establish whether he can make a back claim for royalties not received in the time between him registering his recordings and now, despite the problems with his membership.

This will also affect his performer royalties via PPL and that of the other performers on his recordings.

Summing up...

Copyright and royalty income has been of vital importance in Tim's career and will continue to be so, particularly as he pursues his aim of taking his music to a wider international audience. So far this has almost entirely been from the income from the use of his compositional work, and an important part of this has been through the library music he has published with EMI. He should familiarise himself with the online system for registering works and ensure that his catalogue is up to date on the PRS for Music database.

He is currently losing out on income from his rights in his recordings and once these issues are resolved he should expect to see an increase in his royalty income, particularly as much of his work which receives airplay currently is that which he has released himself.

As a performer he should ensure that he checks the PPL Active Recordings list for recordings on which he has performed and notify PPL of any which he believes to be missing from there, particularly any which he knows to have received a substantial amount of airplay since 1996.

As Tim has pointed out himself, having been involved in so many writing and recording projects over the duration of his career, it may be worth him employing someone to assist him in keeping track of all of his copyright work, particularly if he is finding it hard to prioritise this in his working life and may be missing out as a result.

“In order for me to ply my trade, my very humble trade, I have to be a member of about eight professional organisations, all of whom have newsletters, annual general meetings, quarterly reviews, information, instructions, online information, websites... all of which I’m supposed to follow and keep track of, and there’s no way you can do it, there’s no way anyone can, and if you don’t keep track of it you miss out on things that the various organisations say that effect your interests. I can’t keep up with it and continue to write my music. I can’t do it. It’s deeply frustrating that there is so much of it.”

I don’t think you’re alone there!

To find out more about Tim Whitehead:

www.timwhitehead.co.uk

Tim on Twitter: **www.twitter.com/timandturner**

Management: **www.bashomusic.co.uk**

Way Out West jazz musician’s co-operative: **www.wowjazz.org**

APPENDIX 1

PPL initial allocation of non-featured performer share of royalties, reproduced from the PPL website, August 2009. For further information contact PPL www.ppluk.com

SPECIAL CIRCUMSTANCES	NUMBER OF NON-FEATURED PERFORMERS (INCLUDING PERFORMERS ON SAMPLED RECORDINGS)	% OF PERFORMER TRACK ALLOCATION ASCRIBED FEATURED PERFORMERS	% OF PERFORMER TRACK ALLOCATION ASCRIBED NON-FEATURED PERFORMERS	% OF PERFORMER TRACK ALLOCATION INITIALLY ALLOCATED TO EACH NON-FEATURED PERFORMER
	0	100	0	0
	1 - 5	65	35	7
	6 - 10	65	35	3.5
	11 - 20	65	35	1.75
	21 - 40	65	35	0.88
	41 - 90	65	35	0.39
	91 - 9999	65	35	0.32
Conductor plus ensemble	41 - 90	32.5	67.5	0.75
Conductor plus ensemble	91 - 9999	32.5	67.5	0.61

APPENDIX 2

PRS target payment distribution months for royalties, based on the month the original performance or music use took place (reproduced from the PRS for Music website, April 2011):

Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
July Distribution			Oct Distribution			Dec Distribution		April Distribution			

For Radio, Cinema, all live events except concerts, recorded background music, music TV channels, Major Network Operator ringtones and Apple:

Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
July Distribution			Oct Distribution			Dec Distribution		April Distribution			

For all other companies licensed under the Joint Online Licence (JOL):

Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
Oct Distribution			Dec Distribution			April Distribution		July Distribution			

For check unpaid performances claims:

Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
April Distribution			July Distribution			Oct Distribution		Dec Distribution		April	

N.B. If you receive your completed claim notification from us less than a month before the next distribution, you will not receive payment until the following distribution.

APPENDIX 3

MCPS commission rates and distribution of royalties

(reproduced from the PRS for Music website, April 2011):

AUDIO PRODUCTS

Scheme Code	Source	Commission Rate	Distribution of royalties
AP.1	Records for retail to public	6.25%	Within 7 working days of receipt of cleared funds
AP.2	Records for retail to public	12.5%	In month following month in which royalties and data received
AP.2A	Records for retail to public	7.50%	In month following month in which royalties and data received
AP.3	Records for retail to public	12.5%	In month following month in which royalties and data received
AP.4	Audio-only promotional product	12.5%	Varies
AP.5	Imports	12.5%	Varies
AP.6	Record clubs	5.25%	Within 7 working days of receipt of cleared funds
AP.7	Audio Products supplied with magazines	12.5%	In month following month in which royalties and data received
AP.7A	Audio Products supplied with greetings cards	12.5%	In month following month in which royalties and data received
DVD1	DVD-video Music products	7.00%	Within 7 days of receipt of cleared funds
EC.1/ECL	Records for retail to public (European Central Licensing)	See below	See below
EC.1/ECL	Sony BMG	4.7%	Within 7 working days of receipt of cleared funds
EC.1/ECL	EMI	4.7%	Within 7 working days of receipt of cleared funds
EC.1/ECL	Warner	4.64%	Within 7 working days of receipt of cleared funds
EC.1/ECL	Universal UK - MCPS Processing	7.00%	Within 7 working days of receipt of cleared funds
EC.1/ECL	Universal UK - SABAM Processing	4.05%	At end of the quarter following that to which the royalties pertain, however, we will endeavour to distribute this money earlier where possible
EC.1/ECL	Universal Continental	3.6%	90 days after the end of the quarter
EC.1/ECL	V2 UK	7.00%	Within 7 working days of receipt of cleared funds

APPENDIX 4: JIM HART DISCOGRAPHY

As band leader:

- Gemini, 'Emergence'** *Jim Hart/Loop Records, 2007*
Jim Hart Quartet, 'Words and Music' *Woodville Records, 2009*
Jim Hart's Gemini, 'Narrada' *Loop Records 2009*

As band member:

- New Jazz Couriers, 'Brazilian Thoroughfare'** *Trio Records, 2009*
New Jazz Couriers, 'Azule Serape' *Trio Records, 2005*
The Jeff Chambers Variable n-tet 'Large n-semble' *Independent release, 2006*
Matthew Ford, 'On The Other Side Of The Tracks' *Diving Duck Records, 2007*
Quentin Collins, 'If not now, then when' *Sunlight Square, 2007*
NYJO, 'Music in Film' *Silva Screen Records, 2003*
Eriko Ishihara, 'I Wished On The Moon'
Neon, 'Here to There' *Basho Records, 2008*
Christian Brewer, 'Seesaw', *Basho Records, 2006*
Matt Wates, 'A Picture of You', *Audio B, 2008*
Paul Clarvis, Alan Barnes, Jim Hart 'Swinging in Studio 1', *Woodville Records, 2007*
Tommaso Starace, 'Tommaso Starace plays the Photos of Elliott Erwitt', *Frame CD, 2006*
Anjali Perrin, 'First Reflection', *Jazzziti, 2007*
Taeko Kunishima, 'Red Dragonfly', *33 Jazz, 2006*
Adam Bishop, 'Sanctuary', *Bishwan Music, 2007*
John Warren, 'Finally Beginning', *Fuzzy Moon, 2009*
Tom Richards, 'Smoke and Mirrors', *Candid, 2008*
Mike Janisch, 'Purpose Built', *Whirlwind Records Limited, Oct 2009*
Ivo Neame, 'Caught in the light of day', *Edition Records, 2009*
James Arben A to Z, 'Look Right', *33 Jazz Records, 2008*
Chris Lowe, 'Serving Suggestion', *Independent release, 2007*
Russell Van Den Berg, '17 West 32nd Street', *Capri Music, 2007*

As session player:

- Sunlightsquare, 'Urban Latin Soul',** *Sunlightsquare Records, 2008*
Duke Special, 'I Never Thought This Day Would Come', *Universal Music Ireland, 2008*
Danny Fromagio and Friends 'Clessecore Deluxe', *(Library album) KPM Music LTD.*
Transcargo, 'Momentum', *Spinney Records, 2006*
Hue and Cry, 'Open Soul', *Blairhill Records, 2008*

Forthcoming releases:

- Sophie Smith** *on Woodville Records*
John Dankworth and Cleo Laine *on Quarternotes*

APPENDIX 5: TIM WHITEHEAD SELECTED DISCOGRAPHY

Borderline, 'English People – The Subterranean Life at Richmond Lock and Other Locations', *Spotlite*, 1983

The Stranglers, 'Aural Sculpture', *Epic*, 1984

Loose Tubes, 'Loose Tubes', *Loose Tubes independent release*, 1985

Harry Beckett, 'Pictures of You', *Paladin Records*, 1985

Loose Tubes, 'Delightful Precipice', *Editions EG*, 1987

Breakfast Band, 'Close to the Edge', *Breakfast Band*, 1987

Tim Whitehead Band, 'Decision', *Editions EG*, 1988

Loose Tubes, 'Open Letter to Dudu Pukwana', *Editions EG*, 1990

Various Artists, 'Chase the Sun', *Music House*, 1990

Tim Whitehead, 'Authentic', *Ronnie Scotts Jazz House Label*, 1991

Tim Whitehead, 'Silence Between Waves', *Ronnie Scotts Jazz House Label*, 1994

Peter Fairclough Quartet, 'Permission', *ASC*, 1997

Tim Whitehead, 'Personal Standards', *HomeMade*, 1999

Tim Whitehead, 'New Swing Jazz Grooves', *Music House*, 2001

Tim Whitehead/Colin Riley, 'Tides', *HomeMade*, 2003

HomeMade Orchestra, 'Inside Covers', *HomeMade*, 2004

Kathleen Willison/Tim Whitehead/Gwilym Simcock, 'Close To You', *Basho Records*, 2004

Tim Whitehead/Giovanni Mirabassi, 'Lucky Boys', *HomeMade*, 2006

Tim Whitehead, 'Too Young To Go Steady', *HomeMade*, 2007

USEFUL WEBSITES AND ORGANISATIONS

Collection societies in the UK

PPL

www.ppluk.com

General enquiries: info@ppluk.com, 020 7534 1000

Record company services: recordcompany@ppluk.com, 020 7534 1122

Performer services: performer@ppluk.com, 020 7534 1234

Repertoire Database enquiries: repertoire@ppluk.com, 020 7534 1331

PRS for Music (incorporating MCPS)

www.prsformusic.com

Main Switchboard: 020 7580 5544

Other organisations and websites

Association of Independent Music (AIM)

www.musicindie.com

British Association of Songwriters, Composers and Authors

www.basca.org.uk

British Phonographic Industry (BPI)

www.bpi.co.uk

CISAC - International Confederation of Societies of Authors and Composers

ISWC International Agency

www.iswc.org

Creators' Rights Alliance

www.creatorsrights.org.uk

Fair Play for Creators

www.fairplayforcreators.com

IFPI - International Federation of the Phonographic Industry

www.ifpi.org

Intellectual Property Office

www.ipo.gov.uk

www.ipo.gov.uk/ctribunal/ctribunal-about.htm - Copyright Tribunal

Jazz Services

www.jazzservices.org.uk

Musicians Union

www.musiciansunion.org.uk

USEFUL WEBSITES AND ORGANISATIONS

Music Publishers Association

www.mpaonline.org.uk

UK Music – umbrella organisation representing UK commercial music industry

www.ukmusic.org

UK Copyright Service

www.copyrightservice.co.uk

UN declaration of Human Rights, Article 27 – copyright

<http://www.un.org/en/documents/udhr/index.shtml#a27>

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