



# Terms & Conditions

for the Church Copyright Licence (27.07.2020)

## 1. Definitions

ACTIVE CONTACT / MAINCONTACT / REPRESENTATIVE OF THE CHURCH	The person appointed by the Church in accordance with Clause 5.1 (Copy Report) of the PROGRAM AGREEMENT FOR THE CHURCH COPYRIGHT LICENCE
CCLI	The trading name of CCLI Lizenzagentur GmbH, the company appointed as agent by Christian Copyright Licensing Int. to administer the programmes and LICENCES.
CHURCH SIZE	The average regular attendance at the Church's main service, or the average aggregate attendance of the Church's main services in the event of the Church having multiple main services. For this purpose the main service shall mean the service which is generally the best attended.
ANNUAL FEE	The amount payable by the Church to CCLI on or before commencement of this Licence and any renewal thereof at the current rates as notified by CCLI to the Church, calculated by reference to the Church Size.
CATALOGUE	Each collection of Hymns and/or Worship Songs grouped under a common name and owned and/or controlled by an Owner or Joint Owner.
CHURCH / ORGANISATION	A distinct group of Christian worshippers congregating at a particular location within the Territory for the purposes of public worship or religious studies.
CHURCHSERVICES	All forms of services, meetings and other related activities held by the Church in the normal course of its activities
LIST OF RIGHTSHOLDERS	The various persons who alone or jointly own and/or control the Rights in the Hymns and/or Worship Songs.
LICENCE	This Licence, constituting the Licence Certificate and these Terms of Agreement.
LICENCE FEE	The amount payable by the Church to CCLI on or before commencement of this Licence and any renewal thereof at the current rates as notified by CCLI to the Church, calculated by reference to the Church Size.
LICENCE PERIOD	The period of one year from the start of the date of the Licence, or any anniversary thereof on which the Licence is renewed.
REPORTING (COPY REPORT)	The regular reporting completed by the Church in accordance with Clause 5, indicating the Fixation Activity of Hymns and/or Worship Songs.
MUSICAL WORKS	The words of musical compositions contained in the Song Reference List together with the words of those musical compositions referred to in Clause 2.3 all of which are available for use in the Programme.
FIXATION ACTIVITY	The copying and/or use of such copy of Hymns and/or Worship Songs by the Church as may be permitted in exercise of any of the Rights licensed to the Church under Clause 2.
PROGRAMME	The Church Copyright Licence programme which CCLI is operating on behalf of the Owners, and which enables CCLI to grant the non-exclusive licences of rights contained in this Licence.
RIGHTS	The rights licensed non-exclusively to the Church pursuant to Clause 2.
RIGHTS OWNERS	The various persons who alone or jointly own and/or control the Rights in the Hymns and/or Worship Songs.
CCLI'S EUROPEAN OFFICE	Carl-Benz-Str. 5, 68723 Schwetzingen or such other address as may be notified by CCLI from time to time.
TERRITORY	The country for which the respective licence was issued.

## 2. General notes

- 2.1 Reference to the singular includes a reference to the plural and vice versa.
- 2.2 Reference to any gender includes a reference to all other genders.
- 2.3 Words importing persons shall include firms, corporations and unincorporated associations.
- 2.4 Unless the context otherwise requires, reference to any Clause or Recital is to a Clause or Recital (as the case may be) of or to this Licence.
- 2.5 The headings to the Clauses in this Licence are for ease of reference only and shall not form any part of this Licence for the purposes of construction.

## 3. Grant of rights

CCLI grants to the Church, after full payment of the ANNUAL LICENSE FEE to the MUSIC WORKS, for the duration of the LICENCE PERIOD, the following non-exclusive and non-transferable or sublicensable rights, provided that these rights do not include uses which in the respective TERRITORY fall within the scope of legal restrictions:

- 3.1 Graphic reproduction of MUSICAL WORKS in announcements, liturgies, programs and song sheets.
- 3.2 Graphic reproduction of MUSICAL WORKS in bound or loose books produced by the CHURCH;
- 3.3 Graphic reproduction of MUSICAL WORKS via projection and slides for public reproduction and/or storage or other use in electronic storage and retrieval systems, but only for the purpose of visual projection of MUSICAL WORKS;
- 3.4 Reproduction of the reproductions with the following restriction:
  - 3.4.1 The number of copies produced in accordance with clauses 2.1 - 2.3 may not exceed the size of the CHURCH.
- 3.5 The CHURCH is entitled to use the RIGHTS solely for the purpose of distributing and reproducing the graphic reproductions of the MUSICAL WORKS during CHURCH SERVICE.
- 2.6 The CHURCH is entitled to use the reproductions of the MUSICAL WORKS legally produced during the term of the LICENSE solely during the term of the LICENSE and to continue using such reproductions after the extension of the term of this LICENSE.

## 4. Reserved Rights

In particular, the following rights are not covered by the Programme and are reserved to the RIGHT HOLDERS:

- 4.1 Making photocopies or duplicates of any chorus sheet music (octave volumes), cantatas, musicals, hand bell music, keyboard music, vocal solos or instrumental works.
- 4.2 Distribution of copies made in exercise of the RIGHTS for use outside of CHURCH EVENTS.
- 4.3 Lending or sale of copies made in accordance with clauses 3.1 - 3.3 above for any form of direct or indirect remuneration or consideration, whether by direct payment, gift, donation, voluntary offering or similar.
- 4.4 Arrangements or linguistic translations by MUSICAL WORKS.
- 4.5 All rights which the RIGHT HOLDERS have licensed to collecting societies for administration and have not recalled in individual cases.
- 4.6 All other rights not expressly granted to the KIRCHE are reserved for the RIGHTHOLDERS.

## 5. CCLI'S Duties

- 5.1 CCLI shall provide the CHURCH with the LIST OF RIGHTHOLDERS.
- 5.2 CCLI shall keep the Church informed of any additions or deletions to the Authorized Publisher List from time to time during the Licence Period.
- 5.3 CCLI makes available to the CHURCH a reporting tool (OLR).

## 6. Church duties

- 6.1 The CHURCH ensures that the basic text, the melody or the essential character of a musical work not changed.
- 6.2 The CHURCH shall ensure that any duplicated version of a musical work shall contain the full and correct song title, writer credit(s) and copyright notice (all of which information is contained in the Song Reference List) in substantially the following form:

[Title] / [Original title]

Words and music by [writer(s)]

© Year Original publisher / Sub-publisher, CCLI license number

- 6.2.1 The CHURCH shall receive this information from either CCLI or the copyright owner.
- 6.3 On request, the CHURCH shall provide CCLI with copies of musical works, reproduced under this License Agreement, within 14 days.
- 6.4 The CHURCH regularly records the usage of musical works using the Reporting Tool (REPORTING).
- 6.5 The CHURCH appoints a REPRESENTATIVE OF THE CHURCH and notifies the CCLI in written form.
- 6.6 The CHURCH will behave according to the contract.

## 7. Renewal of Licence

- 7.1 The LICENSE can be renewed for a further year by written declaration and payment of the license fee. The effectiveness of the extension is due to the full payment of the respective YEAR LICENSE COMPENSATION to CCLI.
- 7.2 CCLI is entitled to increase the YEAR LICENSE COMPENSATION for the extension of this license agreement by written declaration against the CHURCH.
- 7.3 The renewal payment of the YEAR LICENSE COMPENSATION is due and payable before expiry of the LICENSE.
- 7.4 If the YEAR LICENSE COMPENSATION is not paid, no RIGHTS will be granted and, in case of doubt, this will result in the automatic reverting of all RIGHTS to the CCLI upon expiry of the current LICENSE.

## 8. Termination

- 8.1 The Church shall have the right to terminate this Licence at any time by giving thirty (30) days' written notice to CCLI and the Church shall be entitled to a refund of the licence fee as follows
  - 8.1.1 If notice of termination is received by CCLI within the first fourteen (14) days of the term of the Licence, the full Licence Fee shall be refunded.
  - 8.1.2 Fourteen (14) days after purchase no refunds will be made.
- 8.2 CCLI may terminate this Licence Agreement if the Church fails to comply with the terms of this Licence Agreement or fails to pay the ANNUAL LICENSE FEE.
- 8.3 CCLI shall be entitled to terminate this Licence Agreement at any time by giving thirty (30) days' written notice to the Church in respect of certain right holders and their Catalogues if the underlying grant of rights to CCLI is terminated. The termination shall be effected by informally providing the updated LIST OF RIGHTHOLDERS.
- 8.4 CCLI shall be entitled to terminate this Licence Agreement if CCLI ceases to operate as a result of a prohibitory court order or administrative act. In such event, any claims for damages by the Church against CCLI or any third party shall be excluded.

## 9. Miscellaneous

- 9.1 Any assignment or transfer of this Licence Agreement by the Church shall require the prior written consent of CCLI.
- 9.2 The provisions of this Agreement shall apply to all contracts newly entered into or renewed from the date of update.
- 9.3 Amendments or supplements to this Agreement must be made in text form. No collateral agreements exist.
- 9.4 This Agreement and its interpretation shall be governed by the laws of the Federal Republic of Germany; the place of jurisdiction for disputes arising from this Agreement shall be Munich.