

## Master Use Licence for Advertising

Date

Between

and

This Licence is made the \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_  
(hereinafter called "we, us, 'our," which expression shall include its successors in title and permitted assigns)  
and \_\_\_\_\_  
of \_\_\_\_\_  
(hereinafter called "you, your") and [on behalf of \_\_\_\_\_ (hereinafter called "the Sponsor")]

**Now it is hereby agreed as follows:**

## 1. Definitions

In this Licence:

'Production' shall mean:

"Sound Recording (s)" shall mean:

by \_\_\_\_\_ and composed by \_\_\_\_\_

"Territory" shall mean:

"Term" shall mean:

"Fee" shall mean: £ \_\_\_\_\_ and payment should be received by us before the first transmission date

"Media" shall mean:

## 2. Grant of Licence

2.1 In consideration of your payment to us of the Fee we hereby license to you for the Territory during the Term the non-exclusive right to synchronise Sound Recording in timed relation with the Production solely for distribution in the Media subject always to the terms and conditions contained herein.

## 3. Terms and Conditions

3.1 This licence is not valid until fully executed by both parties and until the Fee has been paid to and received by us. In the event this Licence is not executed and returned (together with payment in full as provided for herein within 30 days from the date that this Licence is sent to you then any offer to grant a licence on the terms and conditions herein shall be deemed withdrawn and any use of Sound Recording will be considered to be a wilful infringement of copyright.

3.2 This licence does not include the right to change the lyrics, the music and/or the character of the music of Sound Recording.

3.3 Any use of sound recording not expressly authorised hereunder shall constitute an infringement of the copyrights in Sound Recording.

3.4 Performance or broadcast of sound recording in the exhibition of the Production is subject to the rules of the relevant performing rights societies and the payment of their customary fees and royalties by you.

3.5 You shall furnish us free of charge with a copy of the Production on any format as requested by us.

## 4. Warranties and Representations

4.1 We hereby represent and warrant that we have full right, power and authority to enter into this Licence and to grant to you the rights herein set out upon the terms and conditions herein contained and in the event of any breach of this or any other warranty (express or implied) by us then in no event shall our total liability exceed the Fee paid by us hereunder.

4.2 You hereby represent and warrant that you have full right, power and authority to 'enter into this Licence.

**4.3** You shall obtain any and all necessary consents from and make any and all necessary payments to the proprietors of the copyright in the musical and/or literary compositions performances of which are embodied in the Sound Recording which may be required and/or payable as a result of or otherwise in connection with the incorporation of the Sound Recording in the Production and the exploitation thereof in the Media.

## **5. Termination**

**5.1** In the event that you or your assignees or sublicensees are in breach of any of the terms of this Licence and in the case of breaches that can be remedied such breach is not remedied within 15 (fifteen) days of written notice to remedy from us, then this Licence shall terminate and we shall be entitled to retain all monies theretofore paid to us without prejudice to any of our other rights or remedies.

**5.2** We shall have the right to terminate this Licence and your rights in sound recordings hereunder if you shall enter into liquidation (other than a voluntary liquidation for the Purposes of reconstruction or reorganisation) or if it makes any arrangement with its Creditors or if a Trustee or a Receiver is appointed to take over all or a substantial Part of your assets and undertakings and is in control thereof for 15 (fifteen) days or more.

**5.3** Upon the expiration of the Term or other termination of this Licence all rights herein ranted shall immediately terminate and no further exploitation of sound recording by us shall be permitted hereunder.

## **6. Non-Assignment**

**6.1** You may not assign or sub-license any of the rights granted hereunder to any third party except to the Sponsor without our prior written approval. No such transfer or assignment shall become effective unless and until the transferee or assignee shall deliver to us a written agreement assuming the further performance of your obligations hereunder, and no such transfer or assignment shall relieve you of any obligation hereunder.

**6.2** However, you may enter into sub-licences within the Territory to the extent necessary to permit the exhibition of commercials in accordance with this Licence.

**6.3** This Licence shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

**6.4** A waiver by either party of any term or condition of this Licence in a particular instance shall not be deemed or construed to be a waiver for the future.

**6.5** This Licence contains all of the terms agreed between the parties and replaces any and all previous agreements, whether written or oral, concerning the subject matter hereof. This Licence shall not be modified or varied except by a written instrument signed by the parties.

**6.6** All notices hereunder required to be given to you shall be sent to you at the address mentioned herein. All notices and/or payments required to be made to us shall be sent to us at our current address specified above or to such other address as we may hereinafter designate by notice in writing to you.

**AS WITNESS** the hands of the parties the day and year first above written

Signed by

for and on behalf of

In the presence of

Signed by

for and on behalf of

In the presence of