

TERMS OF AGREEMENT
FOR THE CHURCH COPYRIGHT LICENCE
FOR SOUTH AFRICA

1.0 DEFINITIONS

- 1.1 "Authorised Publisher List"
The authorised publisher list to be supplied by CCL to the Church under this Licence containing details of the Owners participating in the Programme and whose entire Catalogue of Hymns and/or Worship Songs are available for use by the Church in accordance with the terms of this Licence subject to any additions or deletions which CCL may make from time to time during the Licence Period as referred to in Clause 4.2
- 1.2 "Catalogue"
Each collection of Hymns and/or Worship Songs grouped under a common name and owned and/or controlled by an Owner or Joint Owners
- 1.3 "CCL's SA. Offices"
18 Chantecler Ave., Durbanville 7550 or such other address as may be notified by CCL from time to time
- 1.4 "Church Services"
All services meetings and other activities held by the Church in the normal course of its activities
- 1.5 "Church Size"
The average regular attendance of 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 and for these purposes the main service shall mean the service which is generally best attended
- 1.6 "Copyright Licence Kit"
The kit to be supplied by CCL to the Church at the commencement of the Licence Period containing the Survey Worksheet the Authorised Publisher List and the Song Reference List
- 1.7 "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 licenced to the Church under Clause 2
- 1.8 "Hymns and/or Worship Songs"
The musical compositions contained in the Song Reference List together with those musical compositions referred to in Clause 2.3 all of which are available for use in the Programme
- 1.9 "Informed Worship Leader"
That person elected by a Church who is to be responsible for compiling and categorising the Fixation Activity of Hymns and/or Worship Songs in the Survey Worksheet in accordance with Clause 5
- 1.10 "Licence"
This Licence constituting the Licence certificate overleaf and these Terms of Agreement
- 1.11 "Licence Fee"
The licence fee payable by the Church to CCL on or before commencement of this Licence and any renewal thereof at the current rates from time to time as notified by CCL to the Church calculated by reference to the Church Size
- 1.12 "Licence Period"
The period of 1 year from the date of the Licence
- 1.13 "Owners"
The various persons who alone or jointly own and/or control the Rights in the Hymns and/or Worship Songs
- 1.14 "Programme"
The Church Copyright Licence programme which CCL is operating on behalf of the Owners and which enables CCL to grant the non-exclusive licences of rights contained in this Licence
- 1.15 "Rights"
The rights licenced non-exclusively to the Church pursuant to Clause 2
- 1.16 "Song Reference List"
A partial listing of the most active Hymns and/or Worship Songs compiled from the Catalogues and contained in the Survey Worksheet and updated by CCL from time to time during the Licence Period as referred to in Clause 4.2
- 1.17 "Survey Worksheet"

The form to be completed by the Church in accordance with Clause 5 indicating the Fixation Activity of Hymns and/or Worship Songs

- 1.18 "Territory"
South Africa
- 1.19 Reference to the singular includes a reference to the plural and vice versa
- 1.20 Reference to any gender includes a reference to all other genders
- 1.21 Words importing persons shall include firms corporations and unincorporated associations
- 1.22 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
- 1.23 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

2.0 LICENCE OF RIGHTS

- 2.1 Subject to and in consideration of the payment of the Licence Fee by the Church to CCL (receipt of which is acknowledged) and subject to the full and timely performance and observance by the Church of its obligations warranties and undertakings contained in this Licence CCL grants to the Church a non-exclusive licence of the following rights in the Hymns and/or Worship Songs in the Territory for the Licence Period:
 - 2.1.1 To reproduce Hymns and/or Worship Songs in and to reproduce bulletins liturgies programmes worksheets posters and blackboards
 - 2.1.2 To reproduce Hymns and/or Worship Songs in bound or unbound books compiled by the Church
 - 2.1.3 To make transparencies slides or to utilise electronic storage and retrieval methods but in each case only for the visual projection of Hymns and/or Worship Songs
 - 2.1.4 To record Hymns and/or Worship Songs in Church Services by either audio or audio-visual means but excluding Hymns and/or Worship Songs from those Catalogues marked with an asterisk in the Authorised Publisher List supplied by CCL to Churches pursuant to this Licence. Such asterisks denote the mechanical copyright is reserved to the Owner and/or South African Recording Rights Agency Limited (SARRAL) and/or the National Organisation for Reproduction Rights in Music in Southern Africa Limited (NORM)
- 2.2 The Church may only exercise the Rights for the purposes of the distribution and use of copies of Hymns and/or Worship Songs in Church Services and provided that any such use is only by the Church or those people who attend the Church Services whilst so attending
- 2.3 The Church may also exercise the Rights in respect of Hymns and/or Worship Songs included and available for use in the Programme by virtue of their inclusion in any Catalogue but which are not contained in the Song Reference List
- 2.4 The Church may only use copies of any Hymns and/or Worship Songs produced in exercise of any of the Rights during the Licence Period provided that such copies may be used following renewal of this Licence pursuant to Clause 6
- 2.5 The quantity of copies of Hymns and/or Worship Songs which the Church may make in exercise of its Rights pursuant to Clause 2.1 shall not exceed the Church Size provided that the Church may make additional copies on prior payment to CCL of an additional licence fee. The amount of such additional licence fee shall be the same as the Licence Fee applicable to a Church of a size equal to the total number of copies of Hymns and/or Worship Songs which the Church intends to make less the Licence Fee paid for this Licence

3.0 RESERVED RIGHTS

- 3.1 The following rights are excluded from the Programme and are reserved to the Owners:
 - 3.1.1 To photocopy or duplicate the whole or any part of any Hymn and/or Worship Song
 - 3.1.2 To distribute copies of any Hymns and/or Worship Songs created in exercise of the Rights for use outside of Church Services
 - 3.1.3 To rent or sell or otherwise dispose of copies of any Hymns and/or Worship Songs created in exercise of the Rights referred to in Clauses 2.1.1 to 2.1.4 (inclusive) for any form of direct or indirect remuneration or consideration whether by way of direct payment gift donation free will offering or any other such payments
 - 3.1.4 To alter or make adaptations or arrangements of Hymns and/or Worship Songs or to translate Hymns and/or Worship Songs into other languages

- 3.1.5 To perform any Hymns and/or Worship Songs
- 3.1.6 To record any Hymns and/or Worship Songs in Church services by either audio or audio-visual means from those Catalogues marked with an asterisk in the Authorised Publisher List supplied by CCL to churches pursuant to this Agreement, such asterisks denoting that mechanical copyright is reserved to the Owner and/or South African Recording Rights Agency Limited (SARRAL) and/or the National Organisation of Reproduction Rights in Music in Southern Africa Limited (NORM)
- 3.1.7 To exercise any rights in any hymn and/or worship song not specifically licensed to the Church hereunder including without limitation any rights in any musical work comprised in or forming part of any Hymn and/or Worship Song
- 3.2 All other rights not expressly granted to the Church are reserved to the Owners

4.0 CCL'S DUTIES

- 4.1 CCL shall supply the Church with a Copyright Licence Kit at the commencement of the Licence Period
- 4.2 CCL shall keep the Church informed of any additions or deletions to the Song Reference List and the Authorised Publisher List from time to time during the Licence Period

5.0 CHURCH DUTIES

The Church warrants represents undertakes and agrees that:

- 5.1 The Church has the right to enter into and perform this Licence
- 5.2 The Church shall only exercise the Rights in relation to the Hymn and/or Worship Songs referred to in Clause 2.3 and the Hymns and/or Worship Songs contained in the Song Reference List as updated by CCL from time to time during the Licence Period and the Church shall forthwith cease exercising any of the Rights in relation to any Hymn and/or Worship Song which is withdrawn from the Song Reference List or in respect of Hymns and/or Worship Songs referred to in Clause 2.3 which are withdrawn from the Catalogues and the provisions of Clause 8.2 shall apply in respect of any such Hymns and/or Worship Songs
- 5.3 The Church shall not by any act or omission impair or prejudice the copyright in any of the Hymns and/or Worship Songs
- 5.4 The Church shall not alter any Hymn and/or Worship Song
- 5.5 The Church shall ensure that every reproduced version of any Hymn and/or Worship Song produced in exercise of any of the Rights 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]" words and music by [writer(s)]
 [year] [name of copyright owner]
 Used By Permission. CCL Licence No. []

- 5.6 If a Hymn and/or Worship Song is not listed on the Song Reference List and is one in relation to which Clause 2.3 applies the Church shall obtain the information required under Clause 5.5 direct from the appropriate Owner and CCL shall on request supply the address and telephone number of such Owner
- 5.7 The Church shall supply to CCL a copy of any reproduced version of a Hymn and/or Worship Song produced in exercise of any of the Rights by the Church within 14 days following request from CCL
- 5.8 The Church shall update the Survey Worksheet during the Licence Period by recording contemporaneously the Fixation Activity of Hymns and/or Worship Songs in accordance with the instructions contained in the Survey Worksheet
- 5.9 The Church shall appoint an Informed Worship Leader who shall be responsible for completing the Survey Worksheet pursuant to Clause 5.8
- 5.10 The Church shall send the duly completed Survey Worksheet to CCL on the expiry of the Licence Period
- 5.11 The Church shall not use reproduce or exploit in any way any Hymn and/or Worship Song except as expressly permitted hereunder and unless in a way included in the grant of Rights pursuant to Clause 2
- 5.12 The Church hereby indemnifies and undertakes to indemnify CCL and keep CCL at all times fully indemnified from and against all claims actions proceedings liability loss damage costs and expenses of any kind which CCL may directly or indirectly incur or suffer by reason of the Church being in breach of or failing to perform or which arise directly or indirectly out of any breach or non-performance by the Church of any of the Church's warranties representations undertakings or obligations contained or implied in this Licence

6.0 RENEWAL OF LICENCE

- 6.1 Subject to Clause 7.2 the Church may renew the Licence for a further period of one year on payment prior to the end of the Licence Period of the then current Licence Fee as may be increased provided that the Survey Worksheet has been duly completed and submitted to CCL in accordance with Clause 5
- 6.2 Any renewal of this Licence shall be on the same terms as those contained in this Licence or on such other terms as may reasonably be stipulated by CCL provided that prior notice is given to the Church
- 6.3 CCL shall have the right to increase the Licence Fee payable on any renewal of this Licence provided that prior written notice is given to the Church
- 6.4 The Church shall upon renewal of this Licence inform CCL of any change in its Church Size at the end of the Licence Period so that the appropriate Licence Fee payable on renewal can be determined

7.0 TERMINATION

- 7.1 CCL shall have the right to terminate this Licence if the Church is in breach of any of the terms and conditions of this Licence and in the case of a remediable breach shall have failed to remedy the same within 21 days after receipt of notice in writing from CCL specifying such breach and requiring remedy
- 7.2 If CCL's right to grant a licence in respect of any rights contained in this Licence is terminated during the Licence Period the validity of the licence of such rights contained in this Licence shall not be affected and will continue until the end of the Licence Period provided that CCL shall be under no obligation to grant a licence of any such rights on any renewal of this Licence
- 7.3 The Church shall have the right to terminate this Licence at any time upon 30 days written notice to CCL and the Church will be entitled to a refund of the Licence Fee as follows:
 - 7.3.1 If the notice requesting termination is received by CCL in the first three months of the Licence Period the Church shall receive the Licence Fee less a handling charge of 25%
 - 7.3.2 Thereafter the refund shall be the pro-rata portion of the Licence Fee by reference to the unexpired period of the Licence Period calculated from the date of termination less a handling charge of 25%
 - 7.3.3 CCL shall pay the appropriate refund within 21 days of receipt by CCL of the duly completed Survey Worksheet in accordance with Clause 8.1

8.0 EFFECT OF TERMINATION

In the event of termination of this Licence whether under Clause 7 or otherwise and whether by CCL or by the Church:

- 8.1 The Church shall prepare and deliver to CCL on the date of termination the Survey Worksheet duly completed for the period up until that date
- 8.2 The Church shall forthwith cease to exercise any of the Rights in relation to any Hymn and/or Worship Song and shall forthwith cease to use any copies of Hymns and/or Worship Songs made in exercise of the Rights and shall allow delivery-up or arrange for destruction of all such copies of Hymns and/or Worship Songs at the option of CCL

9.0 ASSIGNMENT

- 9.1 CCL shall have the right to assign or licence or sub-licence the whole or any part of the benefit of this Licence and CCL's rights under this Licence
- 9.2 This Licence is personal to the Church and the Church may not assign or licence or sub-licence the whole or any part of the benefit of this Licence and the Church's rights under this Licence except with the prior written consent of CCL

10.0 NOTICE

- 10.1 Any notice or other document required to be given under this Licence or any communication between the parties with respect to any of the provisions of this Licence shall be in writing and be deemed duly given if signed by or on behalf of a duly authorised officer of the party giving the notice and if left at or sent by pre-paid registered or recorded delivery post or by telex telegram cable facsimile transmission or other means of telecommunication in permanent written form to the address of the party receiving such notice as set out at the head of this Agreement or as notified between the parties for the purpose of this Clause 14 which addresses the parties chose as their respective domicilium citandi et executandi for all purposes in terms of this Licence
- 10.2 Any such notice or other communication shall be deemed to be given to and received by the addressee:

- 10.2.1 at the time the same is left at the address of or handed to a representative of the party to be served
- 10.2.2 by post on the day not being a Sunday or Public Holiday two days following the date of posting
- 10.2.3 in the case of a telex telegram cable facsimile transmission or other means of telecommunication on the next following day
- 10.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left or that the envelope containing the notice was properly addressed and posted or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be

11.0 GENERAL

- 11.1 Whilst the provisions of this Licence are considered reasonable by the parties hereto it is hereby agreed and declared that if any provision of this Licence shall be adjudged by a court of competent jurisdiction for any reason to be void voidable or unenforceable but would be valid or enforceable if it were varied or if some part or parts thereof were deleted or if the scope or period or area of application were reduced than notwithstanding Clause 11.4 such provision shall apply with such variation deletion or modification as may be necessary to make it valid lawful and enforceable
- 11.2 In the event of any term or provision of this Licence being held for any reason to be invalid unlawful or unenforceable this shall not affect the validity legality or enforceability of any other term or provision of this Licence or of the remainder of this Licence as a whole
- 11.3 This Licence contains the entire understanding between the parties hereto relating to the subject matter hereof and all prior agreements between the parties relating thereto have been merged herein and are superseded by this Licence and no representations or warranties relating to matters covered by this Licence have been made other than those expressly provided for in this Licence
- 11.4 This Licence may not be altered modified amended or changed in any way except by an instrument in writing signed by both parties
- 11.5 This Licence shall be binding upon and enure for the benefit of the successors of the parties (including where applicable their personal representatives successors and assigns)
- 11.6 No waiver by either party hereto of any breach of any warranty covenant or provision of this Licence shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other warranty covenant or provision and the rights and remedies of the parties hereto shall be cumulative and none of them shall be exclusive of any other or others or of any right remedy or priority allowed by law
- 11.7 This Licence shall not be deemed to constitute a partnership or joint venture or contract of employment between the parties
- 11.8 This Licence shall be governed by and construed in accordance with the laws of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the Cape Provincial Division of the Supreme Court of South Africa