

Terms and Conditions

AP.4/SG.3



(a) Relating to the Invoice

1. The invoice must be paid in full within 7 days of the invoice date.
2. If any invoice is not paid in full within the specified period, MCPS reserves the right, without further notice, to cancel the invoice and refuse to grant license.
3. Payment may be made by banker's draft or cheque upon the back of which you must specify the identifying number of this invoice. MCPS reserves the right to wait until it holds cleared funds before treating a payment as having been made.
4. This invoice does not constitute an express or implied license to manufacture or distribute records. A license will not be sent to you until you have paid the invoice.
5. The license granted will be subject to important limitations and conditional upon important terms which will have legal effect and which must be observed and complied with by you. These terms are set out in the MCPS document 'AP.4 Terms and Conditions'. If you have not seen the text of this document, a copy is available at the offices of MCPS or will be sent to you at your request.

(b) Relating to the License

The nature and scope of the license is set out in the MCPS document 'AP.4 Terms and Conditions'. The License is at all time subject to and conditional upon the terms, conditions and limitations contained in that document.

Exclusion Clause

Where the initials 'NS' appear against a name in a column headed 'UK Copyright Owners', this means that the relevant musical work is not within the repertoire of MCPS and that MCPS cannot grant licences in relation thereto. In such a case, the name or names appearing in the column is or are the party or parties which MCPS believes in good faith to be the current UK copyright owner or owners. MCPS gives no warranties or representations to that effect and shall have liability of whatsoever nature in the event that such party or parties is or are not the UK copyright owner or owners. Furthermore, the royalty rate shown in relation to such a musical work is calculated in the same way as for works which are within MCPS' repertoire and MCPS gives no warranties or representation that a license will be available either at that rate or at any other.