

CHURCH VIDEO LICENCE

1. DEFINITIONS as used in this Agreement

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 and for these purposes the main service shall mean the service which is generally best attended.
CVLI	Christian Video Licensing International (Europe) Ltd
Licence	This Licence, constituting the Licence Certificate and these Terms of Agreement.
Licensee	The church, organisation or individual who has paid the licence fee.
Licence fee	The amount payable by the church to CVLI on or before the commencement of this Licence, and any renewal thereof at the current rates, as notified by CVLI to the Church, calculated by reference to the Church Size.
Licence period	The period of one year from the start date of the Licence.
Premises	The building(s) in which the Licensee's activities take place.
Start date	The date on which the Licence commences, usually the first day of the next month following receipt of the application form.
Term	The period beginning on the Start Date and continuing thereafter for periods of one (1) year each, unless cancelled by either party at the end of said period or any subsequent period.
PRS repertoire	All and any musical works, including any words associated therewith, in which the rights to perform in public and to authorise others to do the same in respect of the United Kingdom are at the time of any such act vested in the PRS.

2. CVLI hereby grants Licensee a non-exclusive Licence to publicly perform certain pre-recorded home videocassettes and videodiscs on its Premises.

3. CVLI warrants and represents that it has secured the appropriate rights, under the Copyright, Designs and Patents Act 1988 Chapter 48 Part I Chapter II Sections 16 & 19, to grant this Licence.
4. The public performance authorised by this Licence shall take place on the Premises specified in the application. The audience will be limited to Licensee's Premises and no specific titles will ever be advertised or publicised to the general public, and no admission or other fee will be charged to the audience.
5. The agreed Licence fee for the first Licence Period of this Licence is as specified on the current application form and is payable to CVLI. (The Licence fee is based upon facts provided by Licensee to CVLI.) Subsequent Licence Periods may include adjustments –
 - (a) based upon or equal to the Consumer Price Index (CPI) subsequent to the prior Licence fee adjustment, and
 - (b) reflecting an increase in the number of attendees at performances conducted pursuant to this Licence.

On an annual basis, or upon request by CVLI, Licensee shall furnish CVLI with the information CVLI may require to determine the Licence fee for subsequent Licence Periods. The Licence fee for each subsequent Licence Period shall be due and payable no later than each anniversary date during the term of this Licence.

6. The specific titles which may be publicly performed by the Licensee under this Licence are motion pictures produced and/or distributed by CVLI affiliated motion picture companies only. CVLI represents that it or its motion picture company licensors may not possess the appropriate rights to certain individual titles, or due to the expiration of those rights during the term of this Licence, CVLI may send the Licensee at any time during the term of this Licence binding notices that certain titles cannot be or may no longer be publicly performed under this Licence. Such notices shall be binding and effective upon the Licensee when received.
7. The Licensee may publicly perform the specific titles covered by this Licence by means of lawfully manufactured pre-recorded home videocassettes and videodiscs of those titles, acquired by Licensee from any legitimate source. The responsibility for obtaining home videocassettes and videodiscs is that of the Licensee, and the costs of acquiring such home videocassettes and videodiscs are to be borne solely by the Licensee and are separate and distinct from the agreed public performance Licence fee.
8. The Licensee may not duplicate, edit or otherwise modify the home videocassettes and videodiscs obtained for public performance purposes under this Licence.
9. Any separate fees which may be due to music publishers, or collection societies for music publishers, for the right to publicly perform the music contained in any of the motion pictures covered by this Licence are solely the Licensee's responsibility and are not the responsibility of CVLI.

10. This Licence may not be assigned by the Licensee, but may be assigned by CVLI.
11. In the event that a determination is made by a taxing authority or court of law in which the Licensee conducts business that the activity licensed herein renders the Licensee liable for the payment of a gross receipts, sales, business use or other tax which is based on the amount of CVLI's receipts from the Licensee, then the Licensee shall reimburse and indemnify CVLI within thirty (30) days of notification therefore for the Licensee's pro rata share of any such tax derived from receipts received from Licensee.
12. Any notices which the Licensee or CVLI send to each other shall be sent, postage prepaid, to the address provided, and those to the Licensee shall be to the address as listed in the Licence application form.
13. The Licensee shall have the right to terminate this Licence at any time upon written notice to CVLI and the Licensee will be entitled to a refund of the Licence Fee as follows: If the notice requesting termination is received by CVLI within 14 days of purchase, the Licensee shall receive the a full refund of the Licence Fee. No refunds will be issued after 14 days.
14. CVLI reserves the right, exercisable upon 30 days' written notice, to terminate this Licence on account of any breach by Licensee of its terms and conditions. In the event of such termination, there shall be no refund of the Licence fee. A waiver by CVLI or by Licensee of any specific breach by the other shall not constitute a waiver of any prior or subsequent breach.
15. In the event CVLI engages an attorney to enforce its rights under this Licence by virtue of the breach on the part of Licensee, of any term of this Licence, Licensee agrees to pay the reasonable costs and reasonable attorney fees incurred by CVLI.
16. Licensee acknowledges by payment of the Licence Fee published on the current application form that the information provided by Licensee herein is true, correct and complete in all respects. This Licence has been duly authorised and constitutes a legal, valid and binding obligation upon Licensee and is enforceable by its terms and conditions.
17. Any and all rights not granted to Licensee in this Licence are expressly reserved to CVLI and/or its motion picture licensors.
18. The Licence application form and these Terms and Conditions together contain the full and complete agreement between CVLI and Licensee, and shall be construed in accordance with the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.