

## **Church Copyright Licence**

### TERMS OF AGREEMENT

#### **1. DEFINITIONS**

1.1 "Annual Fee"

The fee payable by the Church to CCLI on or before commencement of this Licence and any renewal thereof at the current rates from time to time as notified by CCLI to the Church calculated by reference to the Church Size.

1.2 "Authorised List"

The List of Owners and Catalogues participating in the Programme.

1.3 "Catalogue"

Each collection of Songs grouped under a common name by virtue of ownership or control.

1.4 "CCLI's Australia Office"

Unit 5, 7 Anella Ave. Castle Hill NSW 2154 or such other address as may be notified by CCLI from time to time.

1.5 "Church Services"

All forms of services, meetings and related activities held by the Church in the normal course of its activities.

1.6 "Church Size"

The average regular attendance of the Church's main service or the average aggregate attendance of the Church's main services.

1.7 "Copy Report"

The form to be completed by the Church in accordance with Clause 5 indicating the Fixation Activity of Songs.

1.8 "Fixation Activity"

The copying of Songs as may be permitted in exercise of any of the Rights licenced to the Church under Clause 2.

1.9 "Licence"

This Licence constituting these Terms of Agreement.

1.10 "Licence Period"

The period of 1 year from the date of the Licence.

1.11 "Licence Representative"

That person elected by a Church who is to be responsible for compiling and categorizing copy activity in the Copy Report and submitting same to CCLI.

1.12 "Owners"

The various persons who alone or jointly own and/or control the Rights in the Songs.

1.13 "Programme"

The Church Copyright Licence programme which enables CCLI to grant the non-exclusive licences of rights contained in this Licence and other good and valuable services.

1.14 "Rights"

The rights licenced non-exclusively to the Church pursuant to Clause 2.

1.15 "Songs"

Those songs published in hymnbooks, songbooks or otherwise intended to be used in Church Services and contained in any catalogue in the Authorised List.

1.16 Reference to the singular includes a reference to the plural and vice versa.

1.17 Reference to any gender includes a reference to all other genders.

1.18 Words importing persons shall include firms, partnerships, corporations and unincorporated associations.

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- 1.19 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.
- 1.20 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. RIGHTS**

Subject to payment of the Annual Fee by the Church and the Church's compliance to the terms of this Licence, CCLI grants to the Church a non-exclusive licence of the following rights to Songs for the Licence Period:

- 2.1 To reproduce the words of Songs in bulletins, liturgies, programmes and song sheets.
- 2.2 To reproduce the words of Songs in bound or unbound books compiled by the Church.
- 2.3 To reproduce the words of Songs in transparencies, slides, or to utilize electronic storage and retrieval methods for the visual projection of the words of Songs.
- 2.4 To make customized vocal and/or instrumental arrangements of Songs for congregational use where no published version is available.
- 2.5 To record Songs by either audio and/or audio-visual means.
- 2.6 To make copies of Songs provided that the right to reproduce such copies is restricted as follows:
  - 2.6.1 The quantity of copies reproduced pursuant to Clause 2.1 – 2.4 may not exceed the Church Size.
  - 2.6.2 The quantity of copies reproduced pursuant to Clause 2.5 may not exceed 15% of the Church Size.
  - 2.6.3 The Church may recover up to \$5.00 per audio copy and \$15.00 per video copy.
- 2.7 The Church may only exercise the Rights for the purposes of distribution and use of copies of the words of Songs in Church Services.
- 2.8 The Church may only use copies of the words of Songs produced in exercise of any of the Rights during the Licence Period and may continue to use such copies following renewal of the Licence.

### **3. RESERVED RIGHTS**

The following rights are excluded from the Programme and are reserved to the Owners:

- 3.1 To photocopy or duplicate any choral sheet music (octavos), cantatas, musicals, handbell music, keyboard music, vocal solos or instrumental work.
- 3.2 To distribute copies created in exercise of the Rights for use outside of Church Services.
- 3.3 To rent or sell copies created pursuant to Clauses 2.1 to 2.6 (inclusive) for any form of direct or indirect remuneration or consideration whether by way of direct payment, gift, donation, free will offering etc.
- 3.4 Save as permitted by Clause 2.4, to alter or make language translations of the Songs.
- 3.5 All other rights not expressly granted to the Church are reserved to the Owners.

### **4. CCLI'S DUTIES**

- 4.1 CCLI shall supply the Church with the Authorised List.
- 4.2 CCLI shall keep the Church informed of any additions or deletions to the Authorised List from time to time during the Licence Period.
- 4.3 CCLI shall supply the Church with the Copy Report when and as necessary.
- 4.4 CCLI hereby indemnifies and undertakes to keep the Church at all times fully indemnified from and against all claims, actions, proceedings, liability, loss, damage, costs and expenses of any kind which the Church may directly or indirectly incur or suffer by reason of CCLI being in breach of or failing to perform or which arise directly or indirectly out of any breach or non-performance by

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CCLI of any of CCLI's warranties, representations undertakings, or obligations contained or implied in this Licence.

### 5. CHURCH DUTIES

- 5.1 The Church shall not alter the basic lyric, melody or fundamental character of any Song.
- 5.2 The Church shall ensure that every reproduced version of a Song shall contain the full and correct song title, writer credit(s) and copyright notice in substantially the following form:  
"Hallelujah", words and music by John Smith and Mary Doe  
© 1975 John Smith Music Co. ICS. ARR.  
Used By Permission. CCLI Licence # \_\_\_\_\_
- 5.2.1 The Church shall obtain such information from either CCLI or the copyright owner directly.
- 5.3 The Church shall supply to CCLI a copy of any Song copied in accordance with the Licence within 14 days following request from CCLI.
- 5.4 The Church shall compile on a weekly basis the fixation activity of any song onto the Copy Report and shall submit same to CCLI when and as required.
- 5.5 The Church shall appoint a Licence Representative.
- 5.6 The Church shall comply with the terms of the Licence.
- 5.7 The Church hereby indemnifies and undertakes to indemnify CCLI and keep CCLI at all times fully indemnified from and against all claims actions proceedings liability loss damage costs and expenses of any kind which CCLI 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. RENEWAL OF LICENCE

- 6.1 The renewal of the Annual Fee shall be due and payable prior to the expiration of the Licence.
- 6.1.1 Failure to pay the Annual Fee will result in the cancellation and revocation of all rights herein granted.
- 6.2 CCLI shall have the right to increase the Annual Fee payable on any renewal of this Licence provided that prior written notice is given to the Church.

### 7. TERMINATION

- 7.1 The Church shall have the right to terminate this Licence at any time upon 30 days written notice to CCLI and the Church will be entitled to a refund of the Licence Fee as follows:
- 7.1.1 if the notice requesting termination is received by CCLI in the first 3 months of the Licence Period the Church shall receive the Annual Fee less a handling charge of 25%.
- 7.1.2 thereafter the refund shall be the pro-rata portion of the Annual Fee by reference to the unexpired period of the Licence Period calculated from the date of termination less a handling charge of 25%.
- 7.2 CCLI shall have the right to terminate this Licence if the Church is in breach of any of the terms and conditions of this Licence or for failure to pay the Annual Fee.

### 8. GENERAL

This Licence cannot be assigned or transferred by the Church without CCLI's prior written approval.