

AUDIOVISUAL LICENSING ALLIANCE (AVLA) LIMITED

LICENCE FOR HOTELS

This Licence for Hotels (and other premises offering serviced accommodation), comprises: i) the Licence Certificate(s) (detailing the special terms) issued by the Licensor for the Licensee, and ii) the General Terms below (together the **“AVLA Licence”**). Both documents should be read and interpreted in conjunction with each other, as they are integral parts of the AVLA Licence.

The AVLA Licence is entered into by the Licensor and the Licensee with effect from the date of acceptance of these Terms and Conditions of the AVLA Licence (**“Effective Date”**). Each of the Licensor and Licensee may be referred to below as a **“Party”**, or collectively as the **“Parties”**.

When registering to request the AVLA Licence the Licensee commits to provide the information requested by the Licensor in an accurate, timely and complete manner.

General Terms

1. Definitions

“Available to Rent” means available for occupation on commercial terms on a periodic basis.

“Applicable Discounts” means the discounts (if any) which the Licensor may apply to the Tariff from time to time as part of its commercial rate-setting policy.

“Associated Rightsholder” means a party owning or controlling Rights in or relating to Audiovisual Works with which Licensor and/or any of its Members has a subsisting agreement or other arrangement granting to the Licensor and/or authorising the Member to grant to the Licensor the right to enter into licence agreements with such party’s Rights for use in the Territory (as defined in the respective Licence Certificate(s)) during the Term (as defined in the respective Licence Certificate(s)).

“Audiovisual Works” means a fixation of a sequence of moving images on any medium with or without sound and any recording thereof.

“Bedroom” means a bedroom within a Hotel that is Available to Rent.

“Distribution of Television Channels” means the simultaneous, full, continuous, linear distribution via electronic, digital and any other similar means of television channels that include Audiovisual Works, together with services ancillary to such linear television channels under the control and the responsibility of the distributor of such television channels (such as catch-up services, shifted view, or pause and resume), if applicable. For the avoidance of

doubt, on demand services such as pay per view or subscription services are not included.

“Establishment(s) Licensed” means the Hotel(s) to which this AVLA Licence applies, as specified by the Licensee and as set out in the respective Licence Certificate(s).

“Hotel” means an establishment offering paid-for overnight accommodation such as a hotel, a bed and breakfast, a guesthouse, a motel or other serviced accommodation.

“Licensee” means the entity that registered and paid the corresponding Licence Fees (or on whose behalf the Licence Fees were paid) in order to obtain the AVLA Licence.

“Licence Fees” means the fees paid by (or on behalf of) the Licensee to the Licensor to obtain the AVLA Licence.

“Licensor” means Audiovisual Licensing Alliance (AVLA) Limited, a collective management organisation established and existing under the laws of England and Wales with company number 14185811.

“Licensor Notice Address” means c/o ALCS, 6th Floor International House, 1 St. Katharine’s Way, London, England E1W 1UN or such other address(es) as may be notified in writing.

“Members” means the organisations who are members of the Licensor.

“Number of Bedrooms” means the total number of Bedrooms within the Establishment(s) Licensed that are Available to Rent during the Period of Operation. The Number of Bedrooms specified by the Licensee is set out in the respective Licence Certificate(s).

“Period of Operation” means the total number of calendar months during the Term during which Bedrooms within the

Establishment(s) Licensed are Available to Rent. The Period of Operation specified by the Licensee is set out in the respective Licence Certificate(s).

“Premises” means the Number of Bedrooms and, if Licensee opts to include them within the AVLA Licence, the Public Area(s) encompassed within the floor area of Public Areas that is specified by the Licensee and set out in the respective Licence Certificate(s).

“Public Area(s)” means one or more areas within a Hotel which are accessible to the Hotel’s paying customers and/or to the general public and within which the Distribution of Television Channels is possible via the Hotel’s apparatus for receiving Audiovisual Works. For example, without limitation, restaurants, bars, dayrooms, receptions, fitness areas, lounges, elevators, shops, hair dressing and beauty salons, toilets, etc.

“Repertoire” means the Audiovisual Works and the component literary and/or dramatic and/or artistic works and/or performances contained therein in respect of which the Licensor is authorised by its Members and their Associated Rightsholders to manage some or all of the Rights.

“Rights” means to the rights controlled by the Members, the non-exclusive right to communicate to the public the Repertoire by way of Distribution of Television Channels, by means of the apparatus for receiving Audiovisual Works that is located within the Premises.

“Tariff” means the tariff for the use of the Rights in the Repertoire in accordance with the AVLA Licence that is published and amended from time to time on the Licensor’s website.

“Term” means the calendar year for which the Licensee obtained the AVLA Licence, subject to renewal in accordance with clause 3 below.

“Territory” means United Kingdom of Great Britain and Northern Ireland.

2. Licence Granted

- 2.1 Licensor hereby grants to the Licensee the Rights with respect to the Repertoire in the Territory during the Term.
- 2.2 For the avoidance of doubt, any separate fees which may be due to any other rightsholders such as without limitation music publishers, composers, record companies and/or musical performers or to collection societies for rightsholders such as music publishers, composers, record companies and/or musical performers for the right to communicate to the public or to publicly perform the music or any other works contained in the Repertoire are solely the Licensee’s responsibility.
- 2.3 For the avoidance of doubt, the Licensee is not permitted to transmit, disseminate, reproduce, copy, alter or otherwise exploit the Repertoire (including without limitation by charging a fee for access to the Repertoire) other than as authorised in the AVLA Licence.

2.4 The Licensee shall ensure payment of any invoice for Licence Fees is made within 28 days of the date of that invoice, time being of essence.

2.5 The Licensor reserves the right to seek payment of the Licence Fees for any calendar year prior to the Term.

3. Expiry or Renewal of Term

Unless terminated by either Party giving written notice (served not later than thirty (30) days before the expiry of the Term), the AVLA Licence will renew for successive periods of one (1) calendar year (each a separate “Term”). Such renewal is conditional on payment of the Licence Fees. Payment of the Licence Fees shall be taken by the Licensor using the bank account details provided by the Licensee or paid in a timely manner by the Licensee if paid through other means (e.g. the payment of an invoice). If the Licence Fees are not received by the Licensor for the Term, the AVLA Licence will not renew and reference is made to clause 9.2.

4. Licensee Change Notification Requirement

The Licensee shall notify the Licensor if, during the Term, there are changes in either the Establishment(s) Licensed and/or Number of Bedrooms and/or floor area of Public Areas and/or Period(s) of Operation. Such notification shall be done by editing the relevant data at the website of the Licensor (www.avla.uk), specifically at the section “My account”. In case of an increase in the indicators mentioned above, the Licensor may charge the difference in the corresponding Licence Fees as of the date of the changes. In case of a decrease in the indicators above, the notified changes will be considered for the calculation of the Licence Fees for the next renewal Term.

5. Audit

- 5.1 Licensee shall maintain for at least four (4) years following the Term, complete and accurate records providing sufficient information to allow an audit of the proper calculation of the Licence Fees which would verify with certainty the payments properly due from Licensee under the AVLA Licence.
- 5.2 If the audit report reveals that the unpaid amount(s) exceed the lesser of (i) five hundred pounds (£500) or (ii) 5% (five per cent) or more of the total amount of the sums that should have been paid to Licensor in respect of the period under audit, Licensee shall, in addition to the unpaid amount, pay to Licensor the reasonable costs of the audit.

6. VAT

All license fees and payments according to the AVLA Licence may be subject to VAT, where applicable that shall be paid in addition.

7. Representations and Warranties

- 7.1** Each Party represents and warrants that it has the full corporate right, power and authority to enter into the AVLA Licence and has the requisite power and authority to execute and to perform the acts agreed to.
- 7.2** Licensor represents and warrants to the Licensee that it has the full right and authority to enter into the AVLA Licence and that the use by Licensee of the Rights with respect to the Repertoire in accordance with the terms of the AVLA Licence will not infringe the rights of any Member or Associated Rightsholder.
- 7.3** Licensor represents and warrants that it is authorised to receive all payments under the AVLA Licence on behalf of its Members and their Associated Rightsholders for the use of the Rights granted by Licensor by the AVLA Licence, and that it will pass on all necessary payments due to Members.
- 7.4** Licensee represents and warrants that all information provided to the Licensor when registering to request the AVLA Licence or to renew it is fully accurate and complete.

8. Limitation of Liability

- 8.1** The aggregate maximum liability of the Licensor to the Licensee for any damages arising out of or related to the AVLA Licence will be limited to one hundred per cent (100%) of the fees paid by Licensee to Licensor under this AVLA Licence during the relevant Term in which the damage occurred.
- 8.2** Notwithstanding the above, neither Party will under any circumstances be liable to the other Party with respect to indirect, incidental or consequential damages including loss in revenue.

9. Termination

- 9.1** Without prejudice to any other rights or remedies it may have, the Licensor has the right to terminate the AVLA Licence without liability with immediate effect by giving the Licensee written notice of the termination, if the Licensee commits a material breach of the AVLA Licence and, if such breach is remediable, fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so (such notice to include full particulars of the alleged material breach).
- 9.2** For the avoidance of doubt, upon termination or expiry of the AVLA Licence for any reason, the AVLA Licence shall automatically terminate with immediate effect and the Licensee is accordingly no longer entitled to use the Rights in the Repertoire. Termination of the AVLA Licence will not

affect either Party's obligations under the AVLA Licence arising before termination. Terms relating to the payment of License Fees, and Audit will survive termination or expiry of the AVLA Licence and remain in force until the Licensee completes all of its obligations. The sections on Limitations of Liability, Applicable Law and Notices will survive termination or expiry of the AVLA Licence.

10. Assignment

- 10.1** The Licensee shall be entitled to assign the AVLA Licence to any party acquiring the Establishment(s) Licensed provided that within fourteen (14) days of the assignment, the Licensee's assignee enters into a new AVLA Licence with the Licensor for the remainder of the unexpired Term.
- 10.2** The Licensor shall be entitled to assign the AVLA Licence to any party which may take over its role as agent for the Members. In such event, the Licensor's assignee shall send a notice to the Licensee within fourteen (14) days of such assignment containing a direct covenant with the Licensee to assume all of the Licensor's outstanding obligations for the remainder of the unexpired Term.

11. Data Protection

- 11.1** For the purpose of the applicable Data Protection Laws, the Licensor is the controller of personal data contained in the Information and may be contacted at secretariat@avla.uk.
- 11.2** The Licensor may collect information relating to the Licensee or other individuals in connection with the AVLA Licence, or when the Licensee contacts the Licensor (whether by post, email, via the Licensor's website or by telephone), a postal or email address and/or telephone and/or payment information (for example a record of whether payment was made by direct bank transfer, or by credit/debit card).
- 11.3** Licensor may use the Information for the purposes of (i) issuing and administering licences; (ii) enforcing the rights of Licensor, the Members and Associated Rightsholders; and (iii) research and analysis including use of Licensor's services, enforcement and analysis of the types of organisations and entities that hold or should potentially hold relevant copyright licences.
- 11.4** Licensor may provide the information to (i) the Members and Associated Rightsholders; (ii) credit collection agents or advisers commissioned by the Licensor; and (iii) law enforcement or regulatory bodies from time to time in relation to any intended or potential action for breach of copyright or otherwise where the Licensor is under a legal obligation to disclose such information.
- 11.5** Licensor shall collect information only for the specific purposes set out in this Clause 11 and the purposes set out in its privacy policy which can be found on its website. It will only retain information for as long as is necessary to fulfil its legitimate interest in administering copyright licensing,

including facilitating the obtaining and maintaining of a valid copyright licence, and for legal and regulatory compliance.

12. Applicable Law

The AVLA Licence will be interpreted, construed and enforced in accordance with the laws of England and Wales. Each Party hereby submits to the non-exclusive jurisdiction the courts of England and Wales, with respect to any claim, action or proceeding arising out of this AVLA Licence and waives all objections to jurisdiction and venue of such courts.

13. Notices

13.1 Notices under the AVLA Licence will be delivered to the Licensee's address in the Licence Certificate(s) and to the Licensor Notice Address in respect of the Licensor. Changes to the contact information of one Party must be communicated to each other Party without delay.

13.2 A notice delivered by hand will be deemed to have been delivered on the date of the actual delivery, provided that it is delivered on a business day during regular office hours.

13.3 A notice sent by first class or recorded delivery post shall be deemed to be delivered at 09.00 on the second business day after the date of posting.

14. Miscellaneous

14.1 In the event that any provision of the AVLA Licence should be determined by a competent court, tribunal or other corresponding governmental body to be invalid, such determination will not affect the validity of other provisions hereof, which will remain in full force and effect.

14.2 The AVLA Licence constitutes the entire agreement between the Parties.

14.3 This AVLA Licence will be binding upon and inure to the benefit of the successors and permitted assignees of the Parties.