A guide to your PLS account

Essential reading prior to signing up with PLS

Includes:
- General Terms and Conditions
- Distribution Charter
- Code of Conduct
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Introduction

This Guide includes all the information you need when signing up with PLS to participate in collective licensing and our services.

Collective licensing offers a simple and cost effective solution both for those who wish to copy from published materials without breaking the law and for rightsholders where direct licensing would be inefficient and unduly burdensome. A blanket licence allows users to copy from a broad range of repertoire in return for a licence fee, so providing convenience and excellent value for money. The licensing revenue is paid to the rightsholders whose publications have been shown to have been copied.

We administer the copying rights of publishers who sign up with us by overseeing the collective licensing of their rights by licensing organisations. This includes representing their interests in the development of collective licences and consulting publishers before we approve any new licence or changes to existing licences. We also ensure that the licensing revenue generated from collective licensing is allocated accurately and distributed efficiently to the publishers whose publications have been copied.

We also offer a range of optional services to publishers in areas where efficiencies and economies of scale can be achieved through a collective approach.

Signing up with PLS
Before you sign up with PLS, we strongly recommend you read all the information provided in this Guide. Then, when you have completed and signed the Publisher Account Form please post it to us at our address, which can be found on our website, www.pls.org.uk.

If you have any questions or if you need to request a Publisher Account Form, please contact us on pls@pls.org.uk.
PLS General Terms and Conditions
All words and phrases with initial capitals have the meanings given to them in clause 14 of these General Terms and Conditions.

1 The Publisher’s Rights
The Publisher has the right to authorise a collective management organisation of its choice to manage the rights, categories of rights or types of copyright works of its choice, for the territories of its choice. Unless the collective management organisation has objectively justified reasons to refuse such management, it is obliged to manage such rights, categories of rights or types of copyright works, provided that their management falls within the scope of its activity.

2 The Scope of PLS’s Activity
The present scope of the activity of PLS is the administration of collective licensing and the provision of rights management services to publishers. Such scope may change from time to time by PLS Resolution. Any such change will be notified to the Publisher prior to implementation and the Publisher will be afforded the opportunity to accept or decline any changed or new aspect of the services provided by PLS, or the nature of the Licensed Rights, by way of amendment to or termination of its Publisher Account in accordance with these General Terms and Conditions.

3 Grant of Rights
3.1 By completing and submitting a Publisher Account Form the Publisher grants the Licensed Rights to PLS and appoints PLS to provide such Services (if any) as selected by the Publisher in the Publisher’s Settings in PLSe from time to time, in each case in accordance with the Publisher Account Form, the Publisher’s Settings in PLSe, these General Terms and Conditions, the PLS Distribution Charter and the PLS Code of Conduct, subject to acceptance of the Publisher Account Form by PLS. PLS shall accept any duly completed Publisher Account Form by notice in writing to the Publisher unless the identity of the submitting party is unclear, or not proven, or if the Publisher Account Form has been incorrectly completed, or if PLS has reason to believe that the Publisher is not authorised to establish the Publisher Account.

3.2 The Licensed Rights comprise the non-exclusive right for PLS to reproduce and/or use and/or to authorise the reproduction and/or use of the Publisher’s Repertoire, whatever the format of the primary publication/production or the format of their reproduction and/or other use, including all print, online and digital formats. For the avoidance of doubt the Licensed Rights apply (a) to all literary, dramatic, musical and artistic works and typographical arrangements contained in the Publisher’s Repertoire (including, without limitation, books, periodicals, journals, articles, editorial, advertorials, poems, headings, captions and all other text; diagrams, maps, charts, forms and tables; musical compositions; layout; illustrations, photographs and other images) and all other works in which copyright and other rights of a similar nature subsist (but excluding any audio-only or audio-visual works); and (b) to all trade marks, registered designs, and all other intellectual property in or contained in the Repertoire. If there are now or in the future any rights or material contained within the Repertoire that the Publisher cannot for any
reason license under the terms of the Publisher Account, or not to the full extent of the Publisher Account (Contributor’s IP), then such Contributor’s IP is to that extent excluded from the grant of rights in the Publisher Account save that if or to the extent that the Publisher opts for End User Licensing through NLA the Publisher acknowledges that NLA will or may be administering Contributor’s IP in the Repertoire, and the Publisher undertakes to be solely responsible for all payments that may be due to any third parties in relation to the Repertoire as a result of such administration. The Publisher agrees to indemnify PLS in accordance with clause 10 below in respect of NLA licensing.

3.3 The Licensed Rights are licensed to PLS on a non-exclusive basis for the territory/territories as shown in the Publisher’s Settings in PLSe from the date of acceptance of the Publisher Account Form by PLS (or earlier if already licensed to PLS under a previous mandate) until expiry of the notice period that is applicable (under these General Terms and Conditions) to any notice of termination received by PLS (or, if earlier, the expiry of the notice period applicable to any change in accordance with clause 6).

3.4 Any Publisher which has not submitted a Publisher Account Form but which has mandated PLS to administer rights on its behalf under a previous form of mandate will be deemed to have a provisional Publisher Account until it submits a Publisher Account Form. There may be circumstances in which PLS is unable for technical or other reasons to provide to provisional Publisher Account holders all the services and benefits otherwise available to Publisher Account holders and therefore all Publishers are encouraged to submit a Publisher Account Form so as to ensure that they gain the maximum benefit from their grant of rights to PLS.

3.5 The following terms apply to arrangements with Appointed CMOs:

3.5.1 The Publisher agrees that PLS may sub-license to a CMO, or appoint a CMO to administer as agent, some or all of the Licensed Rights (an Appointed CMO) and delegation to similar organisations overseas is permitted. Where applicable, PLS shall sub-license to Appointed CMOs (or appoint them as agents) in accordance with the Publisher’s instructions in the Publisher Account Form, the Publisher’s Settings in PLSe and any subsequent amendment thereto.

3.5.2 The Publisher acknowledges and agrees that any such Appointed CMO arrangement shall permit licensing or sub-licensing (as applicable) by the Appointed CMO on the terms and conditions imposed from time to time by the Appointed CMO in its End User Licences, and the Publisher accepts all such terms and conditions (save those in End User Licences, of which the Publisher opts out). Any such Appointed CMO arrangement shall be subject to the Publisher’s right to change or terminate its Publisher Account in accordance with these General Terms and Conditions.
3.6 The following terms apply to rights protection measures taken by Appointed CMOs:

3.6.1 In the event that any of the Appointed CMOs decide it is necessary and proportionate to take action for infringement of rights in general (Infringement Action) and PLS agrees to such action, PLS and the relevant Appointed CMO will consult generally with publishers and the Publisher will use reasonable endeavours to cooperate as necessary with any such Infringement Action. The Publisher grants to PLS the right to authorise the Appointed CMOs to bring Infringement Actions in accordance with s.101A of the Copyright, Designs and Patents Act 1988 (as amended) in order to enforce the rights granted to PLS.

3.6.2 The Publisher shall have no liability for the costs of any Infringement Action or for any action brought by or defended by CLA.

3.6.3 In the case of NLA, the Publisher fully indemnifies PLS (and PLS in turn fully indemnifies NLA) against any claims, as set out in clause 10.

4  PLSe Settings

4.1 If the Publisher submits a Publisher Account Form and has not previously submitted any mandate to PLS the Publisher’s designated company contact will be sent PLSe log-in details by email on receipt and acceptance of the Publisher Account Form. This will enable access to the Publisher’s Settings in PLSe via the PLS Website.

4.2 If the Publisher has not submitted a Publisher Account Form but has previously submitted a mandate to PLS, the Publisher will continue to be able to access its Settings in PLSe but the Publisher is nevertheless encouraged to complete and submit a Publisher Account Form to PLS for the reasons set out in clause 3.4.

4.3 The Publisher has the option in the Publisher’s Settings in PLSe to exclude certain Titles, rights, licences and/or territories.

4.4 The Publisher is obliged to review and maintain its Settings in PLSe, as provided in clause 5.1, whether or not it has submitted a Publisher Account Form.

4.5 Any adjustments to the Settings will take effect as soon as the relevant Appointed CMO can reasonably take account of such adjustment in the relevant End User Licences, subject to the notice periods set out in clause 6.

4.6 The Default Settings are given by way of example or suggestion only. The Publisher should replace any or all Default Settings with its own preferred Settings in PLSe as appropriate. If the Publisher does not alter a Default Setting the Licensed Rights will be deemed to have been granted by the Publisher on that Default Setting.

4.7 The Default Settings are set by and reviewed from time to time by the relevant Appointed CMO.

5  Obligations of the Publisher

5.1 The Publisher agrees:

5.1.1 to keep the Settings under review and wherever applicable to adjust the Default Settings to reflect the Publisher’s chosen Settings;

5.1.2 to ensure the list of Titles is updated in the Settings on a regular basis, including maintaining an accurate
5.1.3 to apply territorial restrictions to overseas licensing Settings as appropriate; and
5.1.4 to update all contact information in PLSe whenever applicable.

5.2 In addition to updating its Settings in PLSe from time to time as necessary the Publisher agrees to notify PLS separately in accordance with clause 13.6 of:

5.2.1 any change to its choice of Appointed CMO; and
5.2.2 any change in its payment details.

5.3 The Publisher agrees that it is solely responsible for submitting and maintaining correct and up to date information and Settings in PLSe and in particular (and without limitation) as regards any exclusion or limitation that may be necessary to the rights granted to PLS under the Publisher Account.

6 Changes to the Publisher Account by the Publisher

6.1 The Publisher has the right at any time (a) to make changes to the Settings in PLSe and/or (b) to instruct PLS (as above) to transfer the licensing of all or some of the Repertoire to an alternative Appointed CMO, and in either case any such changes shall take effect as soon as reasonably practicable save that:

6.1.1 any exclusion of an individual Title from any End User Licence will take effect on the next quarter day after notice of the exclusion is received by PLS;
6.1.2 any exclusion of a Title from the CLA Higher Education Licence where that Title has been included in a course pack will take effect from the end of the then current academic year;
6.1.3 any transfer of rights to another Appointed CMO will take effect six months from the end of the calendar month in which notice of the transfer is received by PLS; and
6.1.4 where two or more Appointed CMOs have been selected by the Publisher in PLSe, any transfer between Appointed CMOs of individual Titles within the Repertoire will take effect on the next quarter day after notice of the transfer is received by PLS.

7 Changes to the Publisher Account by PLS

7.1 If PLS wishes to make substantial amendments or extensions to the licensing or other use of the rights it manages or the services it provides PLS shall first seek approval for such amendments or extensions by PLS Resolution after consultation with publishers in general. If such approval is obtained, PLS will notify the Publisher in its eBulletin and will additionally post full details in PLSe and shall allow the Publisher sufficient time to make changes to its Settings or terminate its Publisher Account.

7.2 PLS undertakes to inform the Publisher regularly by notices in PLSe and/or in its eBulletin of any substantial changes to the Licensed Rights.

7.3 In certain instances PLS may circulate a new Default Setting provided by the relevant
Appointed CMO, in which case PLS will notify the Publisher of the new Default Setting in PLSe and in its eBulletin.

8 Termination of Rights by the Publisher
8.1 The Publisher may terminate its Publisher Account at any time by notice to PLS in accordance with clause 13.6, and the termination will take effect six months after PLS’s receipt of such notice. The termination of the Publisher Account (including its being superseded by a new or updated form of Publisher Account) for any reason shall be without prejudice to any rights or obligations of the Parties which shall have accrued or become due in respect of the terminated rights prior to the date of termination. In the case of a termination by the Publisher of the entire Publisher Account and all rights granted to PLS such termination:

8.1.1 shall not prejudice the rights or remedies which either Party may have in respect of any breach of the terms of the Publisher Account prior to the date of termination; and
8.1.2 shall not affect this clause 8 or clauses 9 to 14, all of which shall continue in force after such termination.

9 Distribution of Revenue and PLS Administration Fee
9.1 PLS undertakes to pay to the Publisher any applicable share of revenue arising under End User Licences and received by PLS in accordance with the PLS Distribution Charter.
9.2 PLS is entitled to deduct an administration fee from revenue it receives before distribution to rightsholders to cover its costs of operation in accordance with the PLS Distribution Charter.

10 Indemnity
10.1 The indemnity in clause 10.2 applies if and to the extent that the Publisher opts for End User Licensing through NLA and PLS fulfils that requirement.
10.2 The Publisher agrees to indemnify PLS, to keep PLS fully indemnified, and to hold PLS harmless from and against all actions, claims, demands, costs, expenses, liabilities, losses, damages or other monetary relief brought, made or awarded against or incurred by PLS whatsoever resulting (directly or indirectly) from:

10.2.1 the administration of the Licensed Rights by NLA and the granting of End User Licences by NLA, insofar as PLS’s liability thereunder relates to the use of the Publisher’s Repertoire (including without limitation any Contributor’s IP within the Repertoire); or
10.2.2 the Publisher’s misuse of any confidential information obtained by it from or through the agency of NLA.

10.3 For the avoidance of doubt the indemnity in clause 10.2 extends to (a) any failure by the Publisher to make any payment to a third party that it has a contractual obligation to make as a result of End User Licensing by NLA, and (b) any sums paid out by PLS in fulfilment of any indemnity obligations of PLS to NLA.

10.4 If the indemnity granted in clause 10.2 is or may be invoked by PLS, and provided that the Publisher does not make any admission as to liability in relation to the applicable claim or agree to any settlement of or compromise regarding any
such claim in either case without the prior written consent of PLS (which consent shall not be unreasonably withheld or delayed), PLS will:

10.4.1 promptly notify the Publisher in writing as soon as PLS becomes aware of any such claim;
10.4.2 not compromise or settle any such claim without the Publisher’s prior written consent, which consent shall not be unreasonably withheld or delayed;
10.4.3 provide all reasonable assistance and any necessary documentation required as a result of any claim or complaint (and for the avoidance of doubt, the indemnity granted in clause 10.2 extends to indemnifying PLS for any costs and expenses that PLS may incur in consequence of providing such assistance and documentation); and
10.4.4 allow the Publisher to have full control of any action or proceedings arising out of any such claim.

11 Complaints
PLS undertakes to administer the Licensed Rights at all times in accordance with the PLS Code of Conduct. In the event that the Publisher has any complaint as regards the Publisher Account or the basis on which PLS administers the Licensed Rights the Publisher is referred to the complaints procedure set out in the PLS Code of Conduct.

12 Mediation of Disputes
12.1 If any dispute arises out of the Publisher Account or the allocation of payments made by PLS the Parties will attempt to settle the dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure in London.
12.2 To initiate mediation, a Party must give notice to the other Party requesting a mediation in accordance with clause 12.1 above. A copy of such notice shall be sent to CEDR.
12.3 The mediation shall start no later than 28 days after the date of the written notice described in clause 12.2 above.
12.4 If there is any point on the conduct of the mediation, including the nomination of the mediator, upon which the Parties cannot agree within 14 days from the date of written notice being given in accordance with clause 12.2 above such point shall, at the request of either or both Parties, be decided on their behalf by CEDR.
12.5 The mediation shall take place in England and the language of the mediation will be English. Any mediation agreement reached by the Parties shall be governed by English law. The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of, or in connection with, the mediation.

13 General
13.1 PLS may review and by PLS Resolution amend these General Terms and Conditions if, in its reasonable judgment, changes are necessary. Significant changes will be brought to the attention of the Publisher.
13.2 The provisions of this Agreement shall be binding on and enure for the benefit of successors and assigns of the Publisher, including in particular the assignee of relevant rights in the Repertoire.
13.3 PLS shall not be in breach of the Publisher Account nor bear any responsibility or liability for any
losses arising out of any delay or failure in the performance of its obligations under the Publisher Account due to events beyond its reasonable control commonly referred to as events of *force majeure* (including any such events as affect an Appointed CMO) provided that PLS shall promptly notify the Publisher of the nature and reasons for the delay or failure and shall use its reasonable endeavours to mitigate the effects of any default as soon as possible. If any such *force majeure* event continues for a period of more than three months the Publisher may terminate the Publisher Account by notice to PLS without prejudice to the rights of the parties existing prior to such termination and subject to any relevant notice periods.

13.4 In the event of any conflict or inconsistency between these General Terms and Conditions and any other part of the Publisher Account these General Terms and Conditions shall prevail.

13.5 These General Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the English courts.

13.6 Any notice under or in connection with the Publisher Account shall (unless required to be given in PLSe) be in writing and will be delivered in person or sent by first class post to PLS at the address on the PLS website or by email to pls@pls.org.uk, and to the Publisher at its address as shown on the Publisher’s website or by email to the address given by the Publisher on the Publisher Account Form (as either may be subsequently amended). Any such notice shall be deemed to have been duly given as follows:

- if delivered in person, upon delivery to the relevant address;
- if sent by first class post, two working days after posting; and
- if sent by email, four hours after sending.

A Party shall notify the other of a change to its details by written notification. PLS will additionally post any changes on the PLS website and in its eBulletins.

14 Definitions and Interpretation

14.1 In the Publisher Account Form and these General Terms and Conditions the following terms have the meanings set out alongside them below (unless the context requires otherwise):

**Appointed CMO:** has the meaning given to it in clause 3.5 and currently includes (by way of non-exhaustive list) CLA and NLA;

**CLA:** means The Copyright Licensing Agency Limited;

**CMO:** means a collective management organisation which is authorised by law or by way of assignment, licence or any other contractual arrangement to manage copyright or rights related to copyright on behalf of more than one rightholder, for the collective benefit of those rightholders, as its sole or main purpose;

**Default Settings:** means the default Settings to the Publisher Account in PLSe which apply in the absence of an alternative choice by the Publisher. Default Settings are determined by the relevant Appointed CMO and may be amended from time to time by the relevant Appointed CMO;
End User: means a licensee under any End User Licence issued by PLS or an Appointed CMO;

End User Licence: means any licence issued to an End User by PLS or an Appointed CMO from time to time and approved by PLS Resolution (and any new licences so approved) and End User Licensing shall be understood accordingly;

Excluded Category: means a category of works excluded from the licences issued by CLA or any other Appointed CMO and whose number and definition may be reviewed and changed by PLS Resolution in consultation with the relevant Appointed CMO;

Excluded Titles: means the individual Titles that a Publisher may choose to exclude from the Licensed Rights where applicable by making appropriate entries in the Publisher’s Settings in PLSe;

Licensed Rights: means the rights granted by the Publisher to PLS under the Publisher Account as further described in clause 3.2;

NLA: means NLA media access Limited;

Party: means PLS and/or the Publisher;

PLS: means the Publishers Licensing Society Limited;

PLSe: means the online rights management service accessible through the PLS Website and through which publishers are able to manage and update the Settings in their Publisher Account;

PLS Board: means the Board of Directors of PLS;

PLS Code of Conduct: means the PLS Code of Conduct as shown on the PLS Website and as may be amended from time to time to reflect regulatory changes and best practice;

PLS Distribution Charter: means the PLS Distribution Charter as shown on the PLS Website which sets out (among other things) the basis on which administrative deductions are made from collective licensing revenues, how PLS allocates revenues, the process by which revenues are distributed, and the exclusions that apply; it may be reviewed and amended from time to time by the PLS Board;

PLS Resolution: means a resolution of the PLS Board or, where appropriate, the PLS members;

PLS Website: means the PLS internet-based website which currently has the URL www.pls.org.uk;

Publisher: means (a) the organisation on whose behalf a Publisher Account is duly established and (b) an organisation which has not established a Publisher Account but which has submitted a mandate to PLS in an earlier form and, for the avoidance of doubt, in each case includes the organisation’s subsidiaries and holding company and any subsidiaries of such holding company as such terms are defined in s.1159 of the Companies Act 2006, as may be amended;

Publisher Account: means the contract between the Publisher and PLS which is formed by the following documents: the Publisher Account Form, these General Terms and Conditions, the PLS Distribution Charter, the PLS Code of Conduct and the Publisher’s options and Settings in PLSe (as may be amended by the Publisher from time to time);

Publisher Account Form: means the form which the Publisher must complete, sign and submit to PLS (and amend and update from time to time as necessary) in order to grant to PLS the rights it requires to administer the Licensed Rights;
Repertoire: means every Title published by the Publisher before or during the term of the Publisher Account or for which it acquires any of the rights referred to in clause 3.2 above except for (a) any Title which belongs to an Excluded Category, (b) any Title which the Publisher has excluded or in the future excludes in the Settings in PLSe, in either case to the extent of such exclusion and subject to the relevant notice period if applicable, (c) any free to copy and photocopiable Titles, and (d) any Title in which the Publisher has disposed of the relevant rights as from the later of (i) the date of the disposal or (ii) the date on which PLS receives notice of the disposal;

Services: means the rights management and other services provided by or through PLS to publishers from time to time in which publishers can choose to participate. The Services currently include:

• Access to Research;
• PLSclear;
• Collection of public lending right monies from overseas; and
• Negotiation of re-use fees on behalf of publishers with the BBC.

Settings: means those options and terms which are individually specified by the Publisher in PLSe including any exclusions of rights, Titles, licences or territories and (where applicable) the rates at which the End User is charged for certain licensed acts;

Title: means a published book, journal, magazine or website.

14.2 The headings above are inserted for convenience only and do not affect the interpretation of these General Terms and Conditions. Any references, express or implied, to statutes or provisions shall be interpreted as references to those statutes or provisions as amended or re-enacted from time to time. The terms ‘include’ and ‘including’ shall be construed as illustrative, without limiting the sense or scope of the words preceding them. References to a person include natural persons, companies, partnerships and any other organisations (whether or not in each case having separate legal personality). The singular includes the plural and vice versa.
PLS Distribution Charter
1 Introduction

PLS appoints collective management organisations to license the rights granted to PLS by Publishers. PLS currently licenses through the Copyright Licensing Agency (CLA) and, in the case of magazine Publishers who instruct PLS to license business and government accordingly, through NLA media access (NLA). PLS undertakes to distribute the licensing revenue it receives to Publishers regularly, diligently and accurately. This Distribution Charter sets out the basis on which PLS distributes that licensing revenue.

2 Deductions

2.1 CLA, NLA and PLS each deducts an administration fee and, in the case of CLA, third party payments, from the licensing revenue each receives to cover the costs of its respective operations, including third party costs. The amount that is deducted in each financial year is approved by the relevant Board. Details about those deductions are as follows:

CLA Deductions

2.2 Net Revenue received by PLS from CLA is the monies collected by CLA from collective licensing of books, magazines and journals after deduction of:

- the CLA administration fee, which is currently 11% (but 25% in respect of licensing revenue collected from new licences in their first 12 months to reflect more closely the actual cost to CLA of administering such licences);
- a share of such licensing revenue (after deduction of the CLA administration fee) for payment to Visual Artists. See the Distribution Charter at www.pls.org.uk for the current share; and
- a share of the balance of such revenue (after deduction of the CLA administration fee and the Visual Artists’ share) payable to the Authors’ Licensing and Collecting Society (ALCS). See the Distribution Charter at www.pls.org.uk for the current share. These shares are reassessed periodically.

2.3 CLA remits to PLS any unused portion of its administration fees each year in the form of Non-Title Specific Revenue.

NLA Deductions

2.5 Net Revenue received by PLS from NLA is the monies collected by NLA from collective licensing of magazines after deduction of the NLA administration fee, which is currently 20%.

2.6 Publishers are responsible for paying authors and Visual Artists an appropriate share of the licensing revenue they receive from PLS for NLA licensing of any use of their titles to the extent they do not have the necessary rights and they indemnify PLS for any failure to make such payments under the PLS General Terms and Conditions (clauses 3.2 and 10).

PLS Deductions

2.7 PLS deducts its own administration fee from Net Revenue at the time of making distributions to Publishers. The PLS administration fee is currently 6%. The administration fee covers the operating costs of PLS and a contribution to a reserve fund for contingencies. PLS accounts for the use of its administration fee annually at a meeting open to all Publishers. PLS does not make any other deductions from Net Revenue.

2.8 PLS may periodically review the level of its administration fee in
order to determine whether the aggregate administration fee it has retained during the period under review exceeds or falls short of the amounts it requires for the proper administration of its operations. If any such review reveals that the aggregate administration fee retained by PLS during the period under review exceeds its anticipated funding requirements for the following year, or for any required longer period following such review, PLS will distribute the excess as Non-Title Specific Revenue in accordance with paragraph 3.4. If, on the other hand, PLS reasonably determines that the aggregate administration fee that it has retained during the period under review falls below its anticipated funding requirements for a period following such review (whether for the next year or for any further required period), PLS may increase its administration fee for the year following such review by such percentage amount as the PLS Board deems fair and reasonable in order to reflect its anticipated costs for such following year or period.

3 Allocation of Net Revenue

3.1 Licensing revenue collected by CLA and NLA for which sufficient data is available is allocated to specific Titles by CLA and NLA (after the deductions set out in paragraphs 2.2 and 2.5 respectively) in accordance with their respective distribution methodologies. The allocation methodology of CLA is based on a combination of: usage reports by licensees, usage audits, surveys, and other methods as determined from time to time by the CLA Board, and licensing revenue is allocated only to Titles that carry an ISBN, an ISSN or a URL. The allocation methodology of NLA is based on licensee usage reports alone. Licensing revenue from transactional licences is allocated to the Titles used under such licences. CLA and NLA remit all such Title Specific Revenue to PLS together with the relevant data.

3.2 CLA and NLA also collect a certain amount of Non-Title Specific Revenue. Examples include revenue from overseas collecting societies in the case of CLA and revenue from republishing licences in the case of NLA. CLA and NLA remit such Non-Title Specific Revenue to PLS without allocation after deduction of their administration fees.

3.3 PLS allocates Title Specific Revenue to the Publisher linked to the applicable Title in PLSe at the date of the relevant distribution, notwithstanding that some or all of the Title Specific Revenue may relate to a period prior to the Publisher being linked to that Title in PLSe.

3.4 PLS allocates Non-Title Specific Revenue to Publishers on a pro rata basis in accordance with the policy agreed from time to time by the PLS Members.

3.5 PLS is occasionally unable to distribute Title Specific Revenue for one or more of the reasons in paragraph 4.6. This Title Specific Revenue is kept in a separate account by PLS. If at the end of the three-year period referred to in paragraph 4.6 any such Title Specific Revenue remains undistributable PLS reserves the right to allocate such sum to Non-Title Specific Revenue for distribution to Publishers in accordance with paragraph 3.4 above.

3.6 If PLS is notified in writing of a dispute between Publishers as to who owns a particular Title at the date of the relevant
4 Distribution of Net Revenue

4.1 PLS distributes the Net Revenue it receives to Publishers (subject to the provisions of this Distribution Charter) for the most part in the calendar month following receipt of such Net Revenue, although some Net Revenue is distributed in the month of receipt. In some cases PLS may need to withhold certain sums pending confirmation of title, payee or other relevant information. Publishers can expect to receive a distribution of each of the different sources of Net Revenue in accordance with the Distribution Timetable published on the PLS website. The Distribution Timetable may be updated from time to time and may be subject to variation for reasons beyond the control of PLS. PLS will notify Publishers of any changes to the Distribution Timetable in its Distribution Bulletin. Publishers wishing to be paid by cheque will receive distributions on a twice-yearly basis.

4.2 The levels of Net Revenue payable to Publishers in accordance with this Distribution Charter may vary over time. Future Net Revenue cannot reliably be forecast on the basis of current receipts.

4.3 PLS deducts its administration fee from Net Revenue at the time of distributing such Net Revenue to Publishers.

4.4 If PLS makes a distribution in respect of a Title to the Publisher linked to that Title in PLSe on the date of distribution then such payment shall be deemed to be a good and sufficient discharge of PLS’s obligations in respect of the sums involved. Publishers are required under the PLS General Terms and Conditions (clause 5) to ensure that they keep their PLS Publisher Accounts updated in PLSe on a regular basis. PLS has no liability for any sums not received by a Publisher as a result of its PLS Publisher Account being inaccurate or out of date, or for any sums received by a Publisher as a result of another PLS Publisher Account being inaccurate or out of date.

4.5 If the Net Revenue received by PLS includes sums that are properly allocated to publishers that have not signed a PLS Publisher Account, PLS will take all necessary measures to find and make contact with such publishers, and if successful, will pay the relevant sums to such publishers. PLS encourages such publishers to sign a PLS Publisher Account. Any sums allocated to a publisher that PLS cannot find and make contact with are treated in accordance with paragraph 4.6 below.

4.6 Where a publisher to whom Net Revenue has been allocated has ceased trading, or refuses to accept such Net Revenue, or cannot be located or contacted, PLS will take all necessary measures to try to locate and pay those sums to the entitled publisher, including making available to Publishers and the general public details of the Titles and rightsholders involved. If, after a period of at least three years from the date on which PLS receives such sums,
the sums remain unpaid they may be reallocated as being Non-Title Specific Revenue, to be distributed accordingly. Notwithstanding any such distribution, any publisher may claim from PLS (and PLS will pay out) sums to which it is entitled, but which it has not received for one or more of the reasons set out in this paragraph, for up to six years from the date on which PLS received such sums.

4.7 If a third party claims to be entitled to receive Net Revenue in succession to a previously entitled Publisher, PLS may demand evidence in writing to support such claim before releasing the Net Revenue to such third party.

4.8 If a Publisher to which payment is due is based overseas and has no bank account in the UK PLS reserves the right to make an additional deduction from the payment made to cover the cost of the international bank transfer.

4.9 To save administration costs, a Publisher will not receive payment if the amount due at any time is less than £25 or, in the case of payments to be made by cheque, less than £200 (or such other amounts as the PLS Board may from time to time determine).

Instead, sums due will be carried over and paid to the Publisher when the aggregate exceeds the applicable threshold above.

4.10 PLS is under no obligation to make a payment to a Publisher if the Publisher fails to notify PLS in writing of a change to its contact details and PLS cannot, having taken all reasonable steps, make contact with the Publisher.

4.11 PLS is entitled to retain any interest earned from money passing through its accounts and it will apply any such interest towards its operating costs only.

5.1 PLS shall determine in its sole discretion whether, according to rules determined by PLS, a specific Title is free to copy, or belongs to a category of works not administered by PLS, or is excluded from a specific collective licence, in which case no Net Revenue shall be allocated to such Title.

5.2 A Publisher may elect in PLSe to exclude specific Titles, rights, licences and/or territories from its grant of rights to PLS, in which case no Net Revenue shall be allocated to such Publisher in respect of such excluded Titles, rights, licences and/or territories.

5.3 A Publisher cannot request that a Title is licensed to the same licensing sector through both CLA and NLA.

6 Further Information
This Distribution Charter is reviewed by the PLS Members and by the PLS Board on a regular basis and may be amended from time to time. Any changes will be notified to Publishers in the PLS eBulletin and published on the PLS website.

7 Definitions used in this Distribution Charter

Net Revenue: means licensing revenue received by PLS from CLA and NLA after the deductions set out in paragraphs 2.2 and 2.5 respectively.

Non-Title Specific Revenue: means Net Revenue that cannot be allocated to a specific Title by CLA and/or NLA due to insufficient data.

PLSe: means the online rights management service accessible through the PLS website and through which Publishers are able to manage and update the settings on their PLS Publisher Account.
**PLS Members:** means together the Association of Learned and Professional Society Publishers, the Professional Publishers Association and the Publishers Association, and any other trade association becoming a corporate member of PLS.

**PLS Publisher Account:** means the contract between a Publisher and PLS which is formed by the Publisher Account Form, the PLS General Terms and Conditions, the PLS Distribution Charter, the PLS Code of Conduct and the Publisher’s settings in PLSe (which the Publisher must keep updated at all times).

**Publishers:** means publishers who have granted certain reproduction and/or use rights to PLS under the terms of a PLS Publisher Account.

**Title:** means the title of a published book, journal, magazine or website.

**Title Specific Revenue:** means Net Revenue that either CLA or NLA has allocated to a specific Title before remitting it to PLS.

**Visual Artists:** means photographers, illustrators and other visual creators.
The purpose of this Code of Conduct
This Code of Conduct sets out the service levels publishers can expect of PLS when acting on their behalf in administering the voluntary collective licensing of their published material. It provides an overview of how PLS operates, the standards it adheres to, and the procedure for seeking redress if a publisher considers PLS has fallen short in any aspect of its dealings with the publisher, including failure to adhere to this Code of Conduct.

Nothing in this Code of Conduct is intended to limit or amend the terms on which PLS operates and which are set out more fully in the PLS General Terms and Conditions (page 5) and the Distribution Charter (page 15).

This Code of Conduct incorporates the Principles for Collective Management Organisations’ Codes of Conduct endorsed by the British Copyright Council to the extent relevant to the operations of PLS. It also demonstrates that PLS observes the mandatory requirements of the Collective Rights Management Directive and the Copyright (Regulation of Relevant Licensing Bodies) Regulations 2014.

About PLS
PLS enables the legal use of a range of publications on behalf of publishers and administers copyright and related rights on a collective basis where it would not be efficient or cost effective for publishers to license individually. PLS undertakes to distribute all monies collected from collective licensing regularly, diligently and accurately to those publishers whose publications are used (see How we pay publishers on page 23).

Our mandate
All UK and overseas-based publishers of books, magazines, journals and websites are eligible to sign up to PLS to manage certain rights in their works on a collective basis. They can do so by signing a Publisher Account Form (see Flexibility of the Publisher Account below), for which there is no charge, and which is available on request from the PLS website.

By signing a Publisher Account Form (see Further information and reading on page 27), the publisher enters into a contract under which it authorises PLS to license, through collective licensing, the reproduction and other use of limited extracts of the repertoire that is owned or controlled by the publisher.

Flexibility of the Publisher Account
A Publisher Account can be updated and amended by means of PLS’s online rights management service, PLSe, which is accessible through the PLS website.

A publisher may terminate its Publisher Account on six months written notice to PLS.

How we license
PLS appoints collective management organisations, including the Copyright Licensing Agency (CLA) and NLA media access (NLA), to license on a collective basis the rights granted to PLS by publishers.

CLA issues licences to copy extracts from books, magazines, and journals of up to 5% or a single chapter or article, whichever is the greater, or an equivalent proportion of a website. CLA licences include the right to copy the works of publishers, authors and visual artists. CLA licence holders include schools, universities, colleges, public bodies (including government departments, local authorities and the NHS) and a wide variety of businesses.

PLS also grants CLA permission to license repertoire in Publisher Accounts to reproduction rights organisations abroad with which CLA has a bilateral agreement.

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2 Available at http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014L0026&from=EN
4 Where these are text based and excluding newspapers.
NLA issues licences to copy extracts from magazines and websites. PLS appoints NLA to license limited rights on behalf of certain magazine publishers on its behalf as a licensing agent.

**Licence development and consultation**

PLS works closely with CLA, NLA and with individual publishers on the development of all new licences and on changes to existing licences. All publishers signed up to PLS are invited by means of the PLS eBulletin to participate in consultations, either in person or online through the PLS website.

All licence developments are closely scrutinised by, and are subject to the final approval of, the Association of Learned and Professional Society Publishers (ALPSP), the Professional Publishers Association (PPA) and the Publishers Association (PA) (see Our Governance below) in consultation with and on behalf of their members, as well as by the PLS Board and (as applicable) the CLA or NLA Boards.

**How we pay publishers**

We distribute the licensing revenue we receive from collective licensing in accordance with our Distribution Charter, which includes the basis for calculating the distributions we make to publishers, the frequency of such distributions, and the deductions that are made (see section starting on page 15).

**Our governance**

PLS is a not-for-profit company limited by guarantee. It is owned and controlled by trade associations representing the interests of publishers. The following trade associations are its current members:

- Association of Learned and Professional Society Publishers (ALPSP);
- Professional Publishers Association (PPA); and
- Publishers Association (PA).

Each trade association appoints up to three directors to the PLS Board. The Chairman and the Chief Executive of PLS are also directors.

The Chief Executive remains a director for the duration of his/her term of office. The Chairman is appointed for three years and is eligible for re-election for a further term of three years. Each member may appoint a director to represent that member for such term as they shall decide. All remaining directors must retire on the fourth anniversary of their appointment and may be reappointed for one further term of four years. Any publisher wishing to be considered for appointment to the PLS Board should apply to one of the named trade associations.

PLS’s primary licensing agent, CLA, is jointly owned by PLS and the Authors’ Licensing and Collecting Society (ALCS) in equal shares. PLS and ALCS each have the right to appoint up to three directors to the CLA Board. The Chairman and the Managing Director of CLA are also directors of CLA. A further director of CLA is appointed to represent rightholders whose works are licensed under extended collective licensing.

PLS also appoints NLA, a limited liability company owned by the eight national newspaper publishing groups, as a licensing agent. PLS is entitled to nominate a representative of magazine publishers onto the NLA Board.

More information about how PLS is constituted and governed, how publishers can participate in decision-making processes, and how and when PLS consults with publishers about changes to its licensing schemes can be found in the PLS Articles of Association and the PLS General Terms and Conditions (see Further information and reading on page 27).
Publishers’ rights and obligations

- Publishers may exclude certain titles, rights, licences and/or territories from their grant of rights to PLS using the settings in their online Publisher Account in PLSe.
- Publishers are entitled to attend consultation meetings and participate in our consultations online through the website regarding licence developments.
- Publishers are required to assist PLS in maintaining an accurate and comprehensive database by keeping the title data in their Publisher Accounts accurate and up to date at all times.
- Publishers should update their Publisher Account promptly with any changes in their contact details, their main PLSe contact or any personnel listed in PLSe.
- Publishers can nominate as many people within their company as they wish to receive the PLS eBulletin and to have access to their Publisher Account. Any individual wishing to cease receiving the PLS eBulletin can advise PLS by contacting us at pls@pls.org.

Our employees

We will ensure that our employee training procedures include training on conduct that enables them to comply with the obligations set out in this Code of Conduct.

Our commitment to publishers

- We will treat all publishers fairly, honestly, reasonably, impartially, courteously, transparently, and in accordance with the rules of our constitution.
- We will operate within the mandate granted to us by publishers and in the best interests of the publishers signed up with us.
- We will distribute licensing revenue to publishers in accordance with our Distribution Charter.
- We will take all necessary measures to identify and contact any publisher who has not signed up with us but for whom we receive licensing revenue.
- We will provide publishers with online access to their Publisher Accounts in PLSe as far as possible on a 24/7 basis.
- We will treat all data relating to publishers with due care and respect in accordance with all applicable laws and codes of conduct and in accordance with our data protection and privacy policies (which can be found on the PLS website).
- We will respond courteously to publishers within our stated response timescales (see Contacting PLS on page 26).
- We will publish an Annual Review which will, in respect of the applicable reporting period, include details of the number of publishers we represented; our distribution policy; the total licensing revenue received by us from collective licensing; our administration costs; the allocation and distribution of licensing revenue received by us and the extent to which this complied with our Distribution Charter; procedures for the appointment of directors to PLS and any appointments made; the remuneration of each PLS director; such further information as we may be required from time to time by law to provide; and our compliance with the requirements of this Code of Conduct including data on the total number of complaints and how they have been dealt with.
Complaints procedure
This complaints procedure applies where a publisher wishes to make a complaint about any aspect of PLS’s dealings with that publisher, including failure to adhere to this Code of Conduct.

This procedure does not apply to:
- the interpretation of copyright law;
- the licence tariffs quoted or charged by CLA or NLA or any other matter that is within the jurisdiction of the Copyright Tribunal; or
- vexatious or unjustified complaints.

Our employees are fully aware of the procedures for handling complaints and resolving disputes in accordance with this complaints procedure and will always explain those procedures to publishers, licensees and the general public in plain English.

We will provide all reasonable assistance to complainants when forming and lodging a complaint, and will make adequate resources available for the purpose of responding to complaints.

We will aim to deal with and resolve all complaints within four months of the complaint being sent to us in accordance with the procedures set out below:

1. The publisher should send its complaint in writing, together with any supporting evidence, to PLS at the address on the PLS website and marked ‘PLS Complaints’, or by email to plscomplaints@pls.org.uk

We will acknowledge letters and emails within two working days of receipt, and we will endeavour to provide a substantive response in writing within a further ten working days. We will advise the publisher within this ten day period if we will not be able to resolve the matter within such timescale and of the likely time it will take us to respond in full.

2. If the publisher remains dissatisfied with the response it should write to the Chief Executive of PLS at the address on the PLS website.

Letters will be acknowledged within five working days of receipt and the Chief Executive will either:
- undertake to send a further response in writing after appropriate advice has been taken, with an indication of the timescale within which the publisher can expect that further response; or
- confirm in writing the original decision and that it is PLS’s final decision, and notify the publisher of its right to refer the matter to an independent reviewer.

Independent reviewer
If we have advised the publisher of our final decision under the complaints procedure outlined above and the publisher is not satisfied with our decision, the publisher may send its complaint in writing, together with any supporting evidence, to the following independent reviewer:

Ombudsman Services
The Brew House
Wilderspool Park
Greenall’s Avenue
Warrington
WA4 6HL

Ombudsman Services will not deal with a complaint about a matter which:
- concerns or relates to the licence tariffs quoted or charged by CLA or NLA or any other matter that is within the jurisdiction of the Copyright Tribunal;
- concerns a dispute which is the subject of court action by either party, unless that action has been suspended pending referral to, and decision from, the Ombudsman;
- has, substantially, previously been the subject of a decision by Ombudsman Services: Copyright Licensing; or
- appears to the Ombudsman to be vexatious or unjustified.
PLS will bear the proper costs and charges incurred by Ombudsman Services in relation to any complaint that the Ombudsman agrees to deal with.

Ombudsman Services shall be the final arbiter of any complaint referred in accordance with this complaints procedure. If the publisher accepts the decision of Ombudsman Services we will recommend to the PLS Board that such decision be implemented as soon as practicable.

Keeping this Code of Conduct up to date
We will arrange for an independent code reviewer to undertake a review of this Code of Conduct at least every three years, taking into account any:
- feedback from publishers;
- changes to the British Copyright Council’s Principles for Collective Management Organisations’ Codes of Conduct;
- changes to legal requirements; and
- requirements and suggestions made by the independent code reviewer.

We will publish the findings of each review on www.pls.org.uk.

Contacting PLS
Publishers may contact PLS in any of the following ways:

By telephone:
Between the hours of 09.00 and 17.00, Mondays to Fridays. For an up to date telephone number, please visit the website.

By email:
pls@pls.org.uk

By post:
To the address on the PLS website, marked ‘Publisher Services’.

We will answer the phone within one minute during business hours, acknowledge emails and letters within two days of receipt, and respond in full to all queries – where they cannot be dealt with immediately – within a further ten working days. We will advise the publisher within this ten day period if we will not be able to resolve the matter within such timescale and of the likely time it will take us to respond in full.
Further information and reading
We maintain and make available the following resources for the benefit of publishers. These can all be found on the PLS website, www.pls.org.uk, and are also available on request by emailing pls@pls.org.uk.

1. Publisher Account Form;
2. PLS General Terms and Conditions;
3. PLS Distribution Charter;
4. Audited accounts;
5. Articles of Association;
6. Annual Review referred to on page 24 (which will be published and available to download each July); and

In addition to the PLS resources referred to above, publishers may find the following further resources helpful:

8. CLA website at www.cla.co.uk;
9. NLA website at www.nlamediaaccess.com

We will ensure that all information provided by PLS and referred to above is kept up to date, is readily accessible, and is written in clear language.
Run by the industry, for the industry – Intelligent rights management from PLS

Find out more

www.pls.org.uk  |  email: pls@pls.org.uk

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