

From:

..... [name of party submitting the Recording]

..... [address of party submitting the Recording]

.....

To:

Scottish Music Centre Limited

1 Bowmont Gardens

Glasgow G12 9LR

Fax: +44 (0) 141337 1161

Date:

Dear Scottish Music Centre

**Subject To Signed Contract**

I/We hereby license to you on a non-exclusive basis the Rights in respect of the Recording for the duration of the Rights Period. The terms in capitals shall have the meanings given below:

‘the Artist(s)’ .....

.....

‘the Recording’ the recording supplied by me/us of the musical performance by the Artist(s) of the musical composition entitled:

.....

‘the Website’ [www.scottishmusiccentre.com/compositionchart](http://www.scottishmusiccentre.com/compositionchart)

‘the Rights’ The non-exclusive right to make the Recording available for performance to third-party users of the Website on an ‘online’ database that is accessible to multiple users such as the Internet or the World Wide Web solely by means of so-called ‘streaming’ technology.

‘the Rights Period’ the period commencing on the date of this agreement and continuing until seven working days following receipt by Scottish Music Centre of written notice from the owner of the Rights demanding removal of the Composition from the website.

- ‘the Conditions’
1. There shall be no digital download or other permanent copy of the Recording permitted under this licence.
  2. You shall not alter the Recording in any manner whatsoever

without my/our express prior written consent.

3. You may not receive compensation of any kind in connection with your use of the Recording.
4. I/we hereby warrant that I am/we are and will remain during the Rights Period entitled to license the Rights to you. I/we warrant that I/we have obtained the consent of the performers and/or owner of the Recording and undertake to indemnify you against any and all claims (including legal fees) by them or third parties in connection with your use of the Recording.
5. I/we hereby warrant that the Recording is not registered with the Phonographic Performance Limited ('PPL') or an equivalent organisation outside of the UK. I/We accept that I/we shall receive no payment whatsoever under this agreement in respect of your exercise of the Rights. If the Recording becomes registered with the PPL or an equivalent organisation outside of the UK I/we undertake to advise you immediately when.
6. You shall not be entitled to assign or license the benefit of this licence to a third party. All other rights in the Recording that are not hereby licensed to you are expressly reserved by me/us. you shall not be entitled to exploit the Composition other than in accordance with this agreement without my/our express prior written consent.
7. If there is any breach whatsoever by you of the terms and conditions contained in this licence the Rights Period shall automatically cease and determine.
8. This licence shall be governed by and read and construed in accordance with the laws of Scotland and the parties hereto submit to the non-exclusive jurisdiction of the Courts of Scotland.

By your signature below you accepts and agrees to abide by the terms and conditions of this licence.

Yours faithfully

Accepted and agreed

.....

.....

**[name of party submitting track]**

for and on behalf of  
**Scottish Music Centre Limited**