**NON-EXCLUSIVE LICENCE AGREEMENT**

**THIS AGREEMENT** is made the day of 2024

**BETWEEN:**

(1) Luke Faulkner of [address] (“Licensor”) and

(2) [Licensee] of [address] (“Licensee”)

**IT IS HEREBY AGREED THAT** in consideration of the Fee set out below the Licensor shall non-exclusively license to the Licensee certain rights in respect of musical works and recordings thereof as more particularly set out in the Schedule and the General Terms and Conditions below. In the event of any conflict between the provisions of the Schedule and the General Terms and Conditions, those of the Schedule shall prevail.

**SCHEDULE**

(a) “Project” The [film / advert / game etc.] entitled “[title]”

(b) “Work” The musical work(s) and master recording(s) thereof details as follows to the extent of Licensor’s [100%] ownership thereof:

 Title: **[“title”]**

 Writer: **[writer name]**

 Artist: **[artist / band name]**

 Type of use/Timings: **[type / timing]**

(c) “Media” [All media now known or hereafter devised] [TV only] [online only] [corporate / promotional use on [website]] etc.]

(d) “Term” commencing on the date hereof and continuing [in perpetuity] [for] [X years] [until X date]

(e) “Territory” [World] / [applicable country]

(f) “Fee” £

payable upon the earlier of (i) first broadcast/exhibition/making available/sale of the Project and (ii) full execution of this Licence. This Licence shall not be effective nor shall any rights be deemed granted under this Licence until this Licence is fully executed and Licensor receives full payment of the Fee in cleared funds.

(g) “Credit” Licensee agrees to accord Licensor credit in the following form in the

Project where music credits are customarily given including metadata:

“[title]”

Written and recorded by Luke Faulkner

Licensed courtesy of Luke Faulkner

AS WITNESS the hands of the parties or their duly authorised representatives the day month and year first above written

SIGNED by

.........................................................

**Luke Faulkner**

SIGNED by

.........................................................

for and on behalf of

[**Licensee]**

**GENERAL TERMS AND CONDITIONS**

1. DEFINITIONS

In these General Terms and Conditions words and expressions shall have the meanings as set out against them in the Schedule hereto.

2. RIGHTS

2.1 The Licensor, as Licensor of all right, title and interest in and to the Work, hereby grants to the Licensee the non-exclusive right and licence to synchronise reproduce and perform the Work within the Project [(and in all or any trailers, advertising and publicity connected therewith)] and to exploit the Project in the Media and in the Territory during the Term [without further payment of mechanical fees or royalties].

2.2 For the avoidance of doubt and without limitation unless the contrary is expressly stated in the Schedule nothing herein shall give the Licensee the right to use the Work other than as part of the Project or other than in the Media and in the Territory during the Term.

2.3 Licensor is registered with the Performing Rights Society Limited (“PRS”) and the right to publicly perform or communicate the musical work(s) embodied in the Work to the public in the exploitation of the Project shall be subject to clearance by PRS in accordance with their customary practices and the payment of their customary fees. Licensee shall furnish the Licensor with a copy of the music cue sheet for the Project as soon as the same is available and said cue sheet shall include the Credit.

2.4 All rights not expressly granted to the Licensee hereunder are reserved to the Licensor.

3. WARRANTIES

The Licensor hereby represents warrants and undertakes to the Licensee that, other than any rights transferred to the PRS as notified in Clause 2.3:

1. it is the sole and absolute Licensor or authorised licensee of all right, title and interest in and to the Work throughout the World and that as such it is fully and freely entitled to make the grant to the Licensee all of the rights set out in this agreement;
2. the Licensor has obtained all relevant permissions to create and licence the Work;
3. no third parties have (or shall have) any rights in the Work which interfere with (or shall interfere with) the rights granted to the Licensee hereunder and that (subject to the terms of this agreement) the Licensee shall be fully and freely entitled to include the Work as part of the Project and exploit the same as contemplated by this agreement without the need to seek any separate consents or permissions from any third parties;
4. the exploitation by Licensee of the Work in accordance with this Agreement shall not infringe any third party rights of any nature, including without limitation copyright, trade mark, privacy, moral rights or design right.

4. INDEMNITY

 The Licensor will defend, indemnify on demand, make good, save and hold harmless Licensee, and agrees to keep the Licensee fully and effectually indemnified from and against all losses claims proceedings damages demands and expenses (including reasonable legal costs and expenses) or liabilities suffered or incurred directly or indirectly by the Licensee in consequence of any breach by the Licensor of any of the warranties set out in Clause 3 PROVIDED THAT Licensor's liability hereunder shall in no event exceed the Fee.

5. CREDIT

No inadvertent failure to accord the Credit nor any failure by third parties to do so shall constitute a breach of this Licence provided that on receipt of written notice of a failure to accord such credit Licensee shall use all reasonable endeavours prospectively to cure such failure provided that it shall have no obligation to withdraw prints and other goods already in circulation*.*

6. LIMITATION OF CLAIM

 The Licensor shall not have the right to injunct or in any way restrain the exhibition or promotion of the Project for any cause whatsoever. Any claim by the Licensor in respect of the Work shall be limited to a claim for damages.

7. NOTICES

Notices shall be in writing and sent by first class prepaid post to the current (or last known) address of the principal place of business of the party to be served or such other address specifically and expressly advised as being correct for service of notices. Such notices shall in the case of posting be deemed received 2 business days after posting in the case of communications within the UK otherwise 10 business days.

8. ASSIGNMENT

 Licensee may assign, transfer or sub-license the rights licensed hereunder to its successors, subsidiaries and/or affiliates and may assign or transfer its rights in the Project (including the rights licensed hereunder) at any time to any third party, provided that Licensee shall remain primarily liable for the fulfilment of all Licensee's obligations under this Licence.

9. MISCELLANEOUS

9.1 This Agreement shall be governed by English Law and the parties irrevocably agree to submit any dispute to the exclusive jurisdiction of the English Courts

9.2 The clause headings are for convenience only and shall not be used in the interpretation or construction of this Agreement