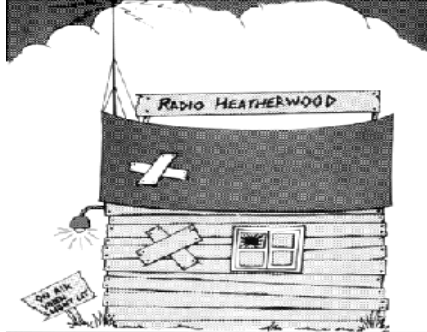


Subject: Radio Heatherwood Presenters Newsletters
From: "Secretary" <Secretary@radioheatherwood >
Date: 23/02/2002, 18:42
To: Radio Staff



The Radio Heatherwood staff newsletters took many styles and methods of production during its publications.

We have recreated an issue distributed by email to radio staff and also posted on the staff noticeboard.

This newsletter originally published as above date.

The only changes made to these emails have been the removal of personal phone numbers and email addresses.

Background Story to Email:-

News Etc W/E 23.02.2002

PJ Davidson-Smith Former Secretary

Subject: News Etc W/E 23.02.2002
From: "Secretary" <Secretary@radioheatherwood >
Date: 23/02/2002, 18:42
To: Radio Staff

Hi Guys

Some news for you.

[PPI Licence Obligations](#)

Attached to this email is a pdf file of the licence obligations which will affect us. A hard copy will be available from the studio from next week. If you can't read the file on your pc.

[Loan Radio](#)

I have today put out six new radio's on ward 1 and six new radio's on ward 8. over the next few weeks this should rise to 29 in total for all the wards. and will hopefully ensure more listeners for you.

As of today's date 121 radio's are listed as being missing. If you look in the signing in log you will see a list of the missing radio's with the wards they have disappeared from.

[Cd Care](#)

A reminder to all staff when handling cd's we should not be touching the playing surface of the cd. Two Cd's of new ones which have just been added wouldn't play because of sticky finger's Let's keep em clean and ensure they don't embarrass the presenter when they stick during a program.

[Email Group](#)

The list of email addresses within our group are a great help to many members in keeping up to date with what's going on and keeping in touch with each other. The email addresses of members should not be passed onto other outside members who may take it upon themselves to bombard us with junk mail etc.

[Email Training for Individuals.](#)

Following on from above when you send an email to a group of people and a distribution list all of those email addresses will be contained in the properties of the email. unscrupulous people can then extract your email address. Some of us are using our personal one's so may not want that address to appear. To Prevent this occurring if you are sending a an email to people outside of this group do not include the radio heatherwood members in the same email>

Don't take advantage of your colleagues with their email address, respect their privacy!!!!.

[PPL Licence](#)

Word has it we are in line to receive a nice sum from the Dungates of Crowthorne and this will be a great help to the fee for this year. I have heard no news from the national association so can only assume the fee's still stand.

[Web Site Listing](#)

I have managed to get the web site details of the league and Radio Heatherwood added to the web site of Bracknell Council. This might help with pulling in more people to what we do.

Regards
Keep on Rockin !
PJ

Attachments-1/LongTermLicence.pdf

© facebook.com/PJProductions.AudioImageandVideoArchive

All content is copyrighted

No Unauthorised Publication Without Written Consent

©facebook.com/PJProductions.AudioImageandVideoArchive/

BROADCASTING DEPARTMENT



Phonographic Performance Limited
1 Upper James Street, London W1F 9DE

Tel: 020 7534 1203 Fax: 020 7534 1367

Long Term Restricted Service Licence



1 DEFINITIONS

1.1 The following definitions apply in this Licence:

“The Act” the Copyright, Designs and Patents Act 1988.

“Application Form” the form of application submitted by the Licensee to PPL for a licence to broadcast Sound Recordings in a Restricted Service.

“Commencement Date” the date of commencement of the Licence Period as requested by the Licensee on page 1 of the Application Form.

“Controlled Choice Interactive Service” a service which is an Interactive Service received by members of the public who can control the precise choice of Sound Recordings and where the Sound Recordings are not an incidental feature of the service.

“Interactive Service” a service whereby any Sound Recording whether accompanied by other information or not is conveyed to and/or capable of being received by any member of the public whether by broadcast, cable programme service or otherwise and of which it is an essential feature that there will or may be sent from each place of reception information or signals sent for the control or partial control of the content of the service (rather than just signals sent for the operation or control of the service itself) for reception by the person providing the service.

“ISRC” International Standard Recording Code (ISO 3901).

“LIBOR” the rate at which sterling deposits are offered to leading banks in the London Inter Bank Market at about 11.00 a.m.

“Licence Fee” the fee payable for the rights granted in clause 3.

“Licence Period” the period beginning on the Commencement Date and continuing until the Termination Date set out on page 1 of the Application Form.

“Members” the record companies, organisations, persons and entities which are from time to time members of PPL and included in the list of members which is available from PPL upon request.

“Multichannel Digital Diffusion Residential Service” a service received by members of the public in their homes for domestic use which consists in the conveying whether by broadcast, cable programme service or otherwise of Sound Recordings, whether accompanied by other information or not, in a digital form and which is either substantially dedicated to the Sound Recordings or musical works of any one performer or composer or consists of not less than 10 channels themed by genre of music and commercially or logically combined by the provider of the service.

“PPL” Phonographic Performance Limited.

“Record” any disc, tape, gramophone record, computer disk or diskette or other device or mechanism used for the storage of Sound Recordings.

“Repertoire” all those sound recordings the ownership or control of the relevant copyright in which shall be vested in PPL from time to time. For the avoidance of doubt, the Repertoire may also include Sound Recordings which are not to be sold or let for hire or otherwise made available to the public.

“Restricted Service” a service consisting of the broadcasting of programmes for a particular establishment or other defined location in the Territory, granted under the terms of Part I of the Broadcasting Act 1990.

“Service” the service to be broadcast by the Licensee as part of a long term Restricted Service as set out and described by the Licensee on page 1 of the Application Form.

“Signature Music” use of a Sound Recording in association with the opening or closing credits or elsewhere for three or more programmes in a series, whether transmitted consecutively or not.

“Sound Recording” a sound recording in the Repertoire (but excluding soundtracks associated with cinematographic films intended for theatrical release).

“Territory” the United Kingdom, Channel Islands and Isle of Man and all territories to which the Act extends.

“Track” a sequence of sounds comprising the whole or part of a Sound Recording which is identified by a number or other device indicated on any descriptive text accompanying the Sound Recording or by information embodied in or on the Record on which the Sound Recording is stored or identified by a separate ISRC.

“VAT” Value Added Tax.

2 INTERPRETATION

2.1 For the purpose of interpretation of this Licence:

2.1.1 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted from time to time;

2.1.2 where expressions are used in this Licence which are expressions used in the Act they shall have the same meaning herein as in the Act, unless the context otherwise requires.

3 GRANT OF LICENCE

Subject to the provisions of this Licence, PPL hereby grants to the Licensee a non-exclusive licence within the Territory during the Licence Period to broadcast as part of the Service any Sound Recording in whole or part.

4 PAYMENT OF LICENCE FEE

4.1 In consideration of the licence granted by PPL to the Licensee and subject to clause 3, the Licensee shall pay to PPL the Licence Fee

4.2 The Licence Fee shall fall due and be paid before the Commencement Date.

5 INTEREST

5.1 If any payment to PPL hereunder is not received on the due date, interest at the rate of 2% (two percent) above the base rate of Midland Bank Plc in force from time to time shall be payable by the Licensee on the sum due compounded with quarterly rests calculated from the due date until the date of actual payment whether before or after any judgement.

5.2 If Midland Bank Plc shall at any time cease to publish a base rate then interest shall be calculated at the rate of 2% (two percent) above six month LIBOR in force from time to time and shall be payable by the Licensee on the sum due compounded with quarterly rests calculated from the due date until the date of actual payment whether before or after any judgement

6 CONDITIONS

6.1 The Licensee shall not:

- 6.1.1** make or authorise or permit any other person to make any recording of any Sound Recording included in the Service (except as to the extent permitted by law or otherwise agreed in writing by PPL);
- 6.1.2** authorise or permit any other person to include any Sound Recording in the Service;
- 6.1.3** commit any act which deliberately encourages or induces taping or recording or re-recording of the Service;
- 6.1.4** mix, remix, edit, change or otherwise manipulate the sounds of any Sound Recording so that the sounds transmitted as part of the Service are different from those on the original Sound Recording, save that the manipulation of short excerpts from a Sound Recording during a programme solely for the purposes of a competition or quiz shall not be prohibited by this or any other clause in this Licence;
- 6.1.5** use any Sound Recording in such a way as may be taken to imply that any goods, products or services other than the Sound Recording are endorsed, advertised or associated with the Sound Recording or any artist whose performance is contained on the Sound Recording or any other party who owns rights in connection with the Sound Recording;
- 6.1.6** publish programme schedules indicating the actual or likely time at which specific Sound Recordings may be included in the Service;
- 6.1.7** use any Sound Recording in any Interactive Service or Multichannel Digital Diffusion Residential Service, Internet or Intranet Service (as defined in PPL's Member's Assignment, a copy of which is available upon request) or any cable programme service (other than as a matter of statutory entitlement or pursuant to this Licence) or as a re-transmission by cable without alteration of the Service;
- 6.1.8** use any Sound Recording:
 - 6.1.8.1** as an introduction to or during advertising; or
 - 6.1.8.2** as identity signals for the broadcast; or
 - 6.1.8.3** as Signature Music or for promotional spots not connected to the broadcast of the Service; or
 - 6.1.8.4** as a trademark or brand to verify the origin of the broadcast or part of the broadcast or otherwise;
- 6.1.9** use any Sound Recording or Track from a Sound Recording in respect of which PPL has given notice to the Licensee that such Sound Recording or Track is or has become unavailable through PPL for inclusion in a broadcast;
- 6.1.10** include in a broadcast, any Sound Recording (or part thereof) except in accordance with the conditions of this Licence unless the prior written consent of PPL has first been obtained;

6.2 The Licensee shall:

- 6.2.1** exercise proper discretion in the choice and use of the Sound Recordings so as not to denigrate the artistic integrity of any Sound Recording or any performance recorded thereon;

- 6.2.2** broadcast as part of any Sound Recording in the Service any coding incorporated on that Sound Recording which is intended to identify the Sound Recording or prevent or discourage its unlawful copying;
- 6.2.3** inform PPL of any breach of PPL or its Members' rights in the Repertoire or of any other illegal activities concerning the rights of PPL or its Members which come to the notice of the Licensee in connection with the use of the Repertoire pursuant to this Licence;
- 6.2.4** notify PPL of any change in its name, operating identity, and/or address within 28 (twenty eight) days of any such change. It is expressly agreed and declared that this obligation shall not be construed as implying any consent on the part of PPL to any change so notified;
- 6.2.5** indemnify PPL in respect of any claims which may be made by the owners of the copyright in any literary, dramatic or musical works embodied in Sound Recordings for breach of such copyright where such claim arises by virtue of the use of Sound Recordings by the Licensee and the Licensee hereby acknowledges that this Licence does not convey or imply the grant of any performers' consents of any kind from any person having performers' rights in relation to a performance as the same are or may be required under the Act when such performance is relevant to the Sound Recordings used pursuant to this Licence.

7 WARRANTIES

PPL hereby warrants, represents and undertakes to the Licensee on behalf of itself and its Members that it has the right, power and authority to enter into and to grant this Licence on the terms set out herein.

8 RESERVATION OF RIGHTS

All rights which are owned or controlled by PPL and which have not been specifically granted to the Licensee hereunder are hereby expressly reserved.

9 NOTIFICATION OF EXCLUDED MATERIAL

PPL may at any time during the Licence Period notify the Licensee in writing that one or more specified Tracks, or the whole of particular Sound Recordings in the Repertoire are excluded from this Licence, either for the whole or part of the Licence Period which exclusion shall be effective from the date of service of such notification. PPL reserves the right to prohibit the broadcasting of any Sound Recordings by giving reasonable notice in writing to the Licensee. Broadcasting of any Sound Recording prior to such notice shall not constitute a breach of this Licence. The Licensee acknowledges and accepts that PPL may in exceptional circumstances prohibit or limit the broadcasting of any Sound Recordings as required under any agreement with any composers, artists, producers of the Sound Recordings or any interested third party by way of contract.

0 TERMINATION

- 10.1** PPL shall have the right at any time during the continuance of this Licence to terminate this Licence forthwith by written notice to the Licensee if the Licensee commits or permits to be committed any breach or breaches of any of the terms (whether or not conditions) of this Licence (including non-payment) and the Licensee shall not have remedied such breach (insofar as it is capable of remedy) within 14 (fourteen) days of being notified of the same;
- 10.2** The Licensee shall have the right at any time during the continuance of this Licence to terminate this Licence forthwith by written notice to PPL if PPL commits or permits to be committed any breach or breaches of any of the terms (whether or not conditions) of this Licence (including non-payment) and PPL shall not have remedied such breach (insofar as it is capable of remedy) within 14 (fourteen) days of being notified of the same;
- 10.3** Termination of this Licence howsoever occasioned shall not affect the rights of PPL pursuant to the provisions of clauses 4, 5 and 6;
- 10.4** Subject to clauses 10.1 to 10.3 above, this Licence shall be terminable by either party in an event of Force Majeure (see clause 11 below) lasting 14 (fourteen) days or more, provided that notice must be given during the continuance of such event by one party to the other.

11 FORCE MAJEURE

- 11.1** Where an event of Force Majeure occurs in relation to either party which affects or may affect the performance of any of its obligations under this Licence, it shall forthwith notify the other party as to the nature and extent of the circumstances in question.
- 11.2** Neither party shall be deemed to be in breach of this Licence, or shall otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this Licence, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

12 GENERAL

12.1 Applicable Law

All rights and obligations hereunder shall be construed and interpreted in accordance with the laws of England and Wales, the courts of which shall be the sole and exclusive courts of competent jurisdiction and the parties irrevocably submit to the exclusive jurisdiction of the High Court or the Copyright Tribunal, in London in each case, in all matters concerning this Licence.

12.2 Costs

In the event that either party is in default of any of its obligations under this Licence and the other party incurs legal costs and expenses in order to obtain compliance therewith, such costs shall be recoverable by the other party from the defaulting party as a debt to the extent that such costs have been reasonably incurred.

12.3 Waiver

12.3.1 The following acts shall not be deemed to be a waiver of any other breach or provision of this Licence:

12.3.1.1 A waiver of any breach of a provision of this Licence;

12.3.1.2 A single or partial exercise of such right or of any other right, power or privilege or remedy available to either party under this Licence, all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity; and

12.3.1.3 Any delay or omission by either party

12.3.2 no waiver shall be effective unless made in writing and then only to the extent specifically set forth;

12.4 Variation and Amendment

No variation or amendment of this Licence shall bind either party unless agreed to in writing by their respective duly authorised representatives.

12.5 Severability

If any provision of this Licence shall be determined by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Licence shall nevertheless continue in full force and effect.

12.6 Assignment

This Licence shall be personal to the parties and the Licensee shall not be entitled to assign any of its rights or obligations hereunder without the prior written consent of PPL, to be given or withheld at its absolute discretion.

12.7 Supersedure of Prior Agreements

This Licence supersedes all prior licences and arrangements granted by PPL during the Licence Period insofar as they may relate to the Service broadcast by the Licensee and embodies the entire understanding and all the terms agreed between the parties relating to the Licence granted hereunder and no terms, obligations, representations, promises or conditions, oral, written, express or implied, have been made or relied upon, other than those contained herein.

12.8 VAT

All royalties and fees referred to in this Licence are exclusive of VAT and the Licensee shall (irrespective of whether or not the Licensee is registered for VAT purposes) pay, together with royalties or fees payable hereunder (irrespective of whether or not the Licensee is registered for VAT purposes), such VAT or any like tax where the same is applicable at the prevailing rate or rates from time to time and PPL shall provide to the Licensee a duly receipted VAT invoice in respect of such payment forthwith upon receiving the same.

13 NOTICES

Notices or demands to be given or made pursuant to this Licence shall be given or made in writing and sent by pre-paid first class mail or by facsimile (confirmed by pre-paid first class mail sent within 24 (twenty-four) hours of the despatch of such facsimile) or by delivery addressed and sent to the recipient at the address stated above and addressed to the Managing Director/Company Secretary or to such other address as may have been duly notified and if given or made by mail shall be deemed to have been received at the expiry of 48 (forty-eight) hours from such despatch or if a facsimile shall be deemed to have been received at the time of despatch.