



# Thousand Mile Music

www.thousandmilemusic.com  
marc@thousandmilemusic.com

THIS AGREEMENT is made the [DATE OF AGREEMENT] BETWEEN [NAME OF COMPOSER] of [ADDRESS] (hereinafter called "the Composer") of the one part and THOUSAND MILE MUSIC LTD incorporated and registered in England and Wales with company number 10825571 of 62 Grayshott Road, London, SW11 5UE (hereinafter called "the Publisher")

## BACKGROUND

- (a) The Composer is a singer-songwriter performing as a solo artist OR part of the group [NAME OF GROUP].
- (b) The Composer has agreed to provide [his OR her] song writing services to the Publisher on the terms set out in this agreement and to assign to the Publisher all compositions created during the term of this agreement, and certain compositions created prior to the term.
- (c) The Publisher intends (but does not undertake) to exploit the copyright assigned to it under this agreement and to account to the Composer for royalties on the income generated from such exploitation.

IT IS HEREBY AGREED as follows:-

### 1. DEFINITIONS

In this Agreement the following terms shall where the context so requires or advises have the following meanings:

- (a) "The Compositions" shall mean the musical compositions listed in the Music Composition Form hereto to the extent of the Composer's composition thereto and such other musical compositions as the parties hereto shall agree in writing in the form set out in Annexure 'A' hereto to make subject to the terms and conditions hereof to the extent of the Composer's composition thereto together with all titles arrangements adaptations versions editions translations thereof and lyrics thereto.
- (b) "Music Composition Form" means the form setting out the details of The Composition which is signed and acknowledged as being agreed by the Composer.
- (c) "Remix Recording" shall mean the recording of a Composition by any person other than the Composer or a person whose records are produced by the Composer.
- (d) "PRS" shall mean The Performing Right Society Limited.
- (e) "The Copyright Act" shall mean The Copyright, Designs and Patents Act 1988 and all amendments and extensions thereto and thereof and all further legislation which may from time to time replace the same.
- (f) "V.A.T." shall mean Value Added Tax or any other similar tax which may from time to time replace Value Added Tax.
- (g) "Qualified Accountant" shall mean an accountant who:-
  - (i) shall not be a partner, employee or consultant firm to any or entity which either directly or indirectly through its partners, employees or consultants controls or has an interest in the operation of any third party having any business of a like nature to the Publisher in any part of the world, and
  - (ii) whose principal place of business is in the United Kingdom, and
  - (iii) who is not a person who is a member of a firm or other entity of accountants who are (when notice is given pursuant to Clause 13 below) engaged in any inspection of Publisher's books on behalf of any third party which has not been completed (by way of clarification the word inspection does not include any negotiations which may ensue after the physical inspection has been completed).



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- (h) "Sound Recording" shall have the meaning given in Section 5(1) of the Copyright, Designs and Patents Act 1988.
- (g) "Master Recording" shall mean a 2 (two) track stereo audio compact disc or a computer file in a format satisfactory to the publishers (currently stereo WAV, AIFFS, SD2 or MP3 audio files at either 44.1Khz or 48Khz or 320mbps, 24 bit or 16 bit on a data CD ROM or DVD) comprising Sound Recordings of the Compositions which is suitable for the purpose of manufacturing copies of Sound Recordings for the Publishers' purposes in exploiting the Compositions pursuant to Clause 5 hereof.
- (h) "Life of the Copyright" shall mean the period set out in Section 12 of the Copyright, Designs and Patents Act 1988 or such longer periods as may be conferred in any amendment thereto or re-enactment thereof and in countries where such duration is of a shorter or longer period such other period (as the same may be extended) shall be the Life of Copyright for such countries.
- (i) "The Copyright" shall mean all the copyright as defined in the Copyright Act throughout the territory to which the Copyright Act may now or may at any time hereafter extend and all broadcasts and diffusions thereto and therefrom together with the copyright and all other rights of a like nature as are now conferred by the laws in force in all other territories throughout the universe including any renewal copyright or other such rights as may hereafter be conferred or created by law or international arrangement or convention in any part of the universe whether by way of new or additional rights not now comprised in copyright or by way of extension of then or now existing rights.
- (j) "Substantial Alteration" shall mean any arrangement, adaptation or change to the Compositions or any of them including but without limitation the addition of lyrics by any person other than the Composer which would have the effect of giving each other person an interest in the Copyright of the relevant Composition or an interest in royalties derived therefrom.
- (k) "Territory" shall mean the universe.
- (l) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- (m) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- (n) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. GRANT OF RIGHTS

- (a) In consideration of the Publishers' payments to the Composer of the royalties and fees specified in Clauses 7 and 8 below the Composer hereby assigns to the Publishers with full title guarantee The Copyright related rights and other rights and interest (including any future interest however arising) in the Compositions throughout the Territory TO HOLD the same unto the Publishers absolutely.
- (b) The Writer consents to all forms of exploitation of the Compositions now existing or created in the future and the Writer agrees not to assert any right (including so-called "droit moral" and moral rights) that would prevent the Publisher, or any person authorised by the Publisher, from exploiting the Compositions.
- (c) (i) The Writer warrants that he is a member of the Performing Rights Society Limited (PRS) and accordingly the performing right in the Compositions (including the right to perform or play the Compositions in public, broadcast the Compositions, include the Compositions in a cable programme and authorise third parties to do any of the said acts in relation to the Compositions) in all parts of the world shall be subject to the rights of the PRS and its affiliated societies outside the United Kingdom.



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- (ii) Notwithstanding the generality of the foregoing the rights hereby assigned do include the reversionary interest of the Composer in the rights granted to PRS expectant upon the determination by any means of the rights of PRS, subject to the payment to the Composer by the Publishers or such third party which may replace PRS of the same royalties and fees as the Composer would be entitled to under Clauses 7 and 8 herein.
- (d) The Composer hereby agrees that all rights in the Sound Recordings of the Compositions (and only those that he may have originated or acquired) shall be vested in the Publishers absolutely (notwithstanding that the Composer may have paid all or part of the cost of such recordings) subject to the payment of the recording costs by the Publishers as specified in Clause 6 below. Upon completion of the Sound Recordings the Composer will deliver the Master Recordings to the Publishers.
- (e)
  - (i) The Composer hereby agrees on demand to execute and sign any other documents instruments and writings and to do all other acts and things which may hereafter be required of the Composer for vesting in the Publishers the premises expressed to be hereby assigned or to confirm the same.
  - (ii) In the event that the Composer shall fail or refuse to execute and sign such documents, instruments and writings or to do such acts and things within 30 (thirty) days of the Publishers making request for the same by notice in writing then the Publishers and their each and every successive assigns jointly and severally shall be deemed and hereby nominated and appointed the true and lawful attorneys of the Composer to make, execute, sign, seal and deliver any and all such documents, instruments and writings and to do all such acts and things in the names of and for and on behalf of the Composer, this power being coupled with an interest and irrevocable for any act or in any event. It is expressly agreed that the power granted under these Clauses is to be strictly limited to the execution of documents which the Publisher could lawfully demand the Composer to execute under Clause 2(d)(i) herein.
- (e)
  - (i) The Composer hereby waives all rights and any moral rights that he may have pursuant to any statute or otherwise not to have the Compositions subjected to any modification and the Publishers are hereby authorised to make alterations in the additions to the Compositions at their discretion and to provide translations of the words thereof and new lyrics in any language.
  - (ii) Notwithstanding the generality of the foregoing it is hereby agreed that prior to making or authorising and Substantial Alteration the Publishers shall obtain the prior written consent of the Composer to the same subject always to the Publishers being able to withhold consent to any Substantial Alteration being made pursuant to any relevant law and to the rules and regulations of performing and mechanical right societies.
  - (iii) Without prejudice to the rights assigned or vested in sub-clause 2(c) hereof the Composer hereby waives any so-called moral rights or similar rights as may exist in any part of the universe to enable the Publishers or their assigns or licensees or successors in title to exploit and make the fullest use of the Master Recordings in perpetuity in any manner by any means whether now known or hereafter invented.
  - (iv) Notwithstanding the foregoing provisions the Publishers shall use all reasonable endeavours to ensure that wherever appropriate the Composer shall be credited as composer of the Compositions (or any of them) when used in conjunction with any cinematograph film or television production.

### 3. COMPOSER'S WARRANTIES AND OBLIGATIONS

- (a) Title And Non-Derogation of Rights:- The Composer hereby warrants and represents that:-



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- (i) The Composer has good right and full power to enter into this Agreement and to assign the Composition to the Publishers free from all claims and encumbrances upon the terms and conditions contained herein.
  - (ii) During the period that the Compositions or any of them shall remain vested in the Publishers the Composer shall not grant any rights in the Compositions or any of them to any person firm or company other than the Publishers or enter into any agreement or act in any way which would derogate from the rights granted to the Publishers hereunder.
  - (iii) The Composer is a qualifying person within the meaning of section 154 of the Copyright Act 1988.
- (b) Quality of Compositions:- The Composer warrants to the best of his knowledge and belief that:-
- (i) The Compositions are not obscene and do not contain any matter defamatory of any person, firm or company.
  - (ii) The Compositions are new and unpublished works and do not infringe the copyright in any other work or the rights of any third party.
- (c) Performing Rights:- The Composer hereby represents that the Publishers have pointed out to the Composer that in the Publisher's professional opinion the Composer should (if he is not already a member) seek membership of a performing rights society. Upon joining any performing rights society the Composer shall notify the Publishers of such fact. In the event that the Composer should for any reason change his membership of any performing rights society at any time he shall as soon as practicable notify the Publishers and at the same time notify the Publishers of such other performing rights society of which he has or will become a member.
- (d) Composer's Legal Advice:- The Composer hereby represents and warrants that prior to or at the time of the opening of formal negotiations between the Composer and the Publishers in respect of entering into this Agreement the Publishers did strongly point out to the Composer that in the Publishers' opinion the Composer should take legal advice in respect of this Agreement prior to entering into it from his own legal adviser who should be an expert in the field of music publishing agreements and who is independent of anyone other than the Composer having an interest in this Agreement including without limitation the Publishers and any manager of the Composer and the Publishers' advice to the Composer in this matter continues to remain the same.
- (e) Protection Of The Compositions: - The Composer hereby agrees that he will give all reasonable assistance to the Publishers with regard to protection of the copyright in and to the Compositions as required by the Publishers. The Publishers shall pay the costs (including but not limited to legal expenses) incurred by or awarded against the Publishers when taking legal or other proceedings to protect the copyright in the Compositions. The net proceeds (after deduction of legal and other expenses) recovered by the Publishers pursuant to any legal or other proceedings as aforesaid including any royalties and fees paid as a consequence of the Publishers taking such legal or other proceedings shall be divided equally between the Composer and the Publisher.
- (f) VAT: - The Composer hereby agrees that in the event that the Composer is registered for Value Added Tax ("VAT") or becomes registered for VAT at any time hereafter during the period that the Publishers shall be accounting to the Composer in respect of royalties hereunder then the Composer shall enter into a VAT Self-billing Agreement with the Publishers in the form set out in Annexure 'B' hereto.
4. EXPERT OPINIONS AND INDEMNITY
- (a) If at any time before the exploitation of the Compositions by the Publishers either party has any doubt as to the possible infringement of any existing copyright in relation to the Compositions the Publishers will seek an independent expert's advice.



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- (b) the Composer shall bear half of the fees of the expert provided:-
  - (i) The Composer requested or consented to the appointment of the expert, and
  - (ii) Concurred with the choice of and brief to the expert.
- (c) For the avoidance of doubt it is expressly agreed by the parties that neither party will publish or reproduce the music which has been referred to the expert until the expert has confirmed that the music has not infringed any copyright.
- (d)
  - (i) The Composer hereby indemnifies the Publishers from and against all costs, claims, demands, proceedings and damages including the Publishers' own reasonable legal costs howsoever arising in respect of any branch of any warranty given by the Composer under Clause 3 herein and which is settled with the consent of the Composer or the subject of an award of a court of competent jurisdiction with the exception of those claims which may arise but which were the subject matter of the provisions of a reference to an expert pursuant to sub-clauses (a) to (c) above prior to such claim being made.
  - (ii) Notwithstanding the generality of the foregoing sub-clause the indemnity contained therein shall not apply in the event that the Publishers were aware of any possible infringement prior to the date of the exploitation of the Composition in question giving rise to the indemnity being invoked.
  - (iii) This indemnity shall not be adversely affected should exploitation of the Compositions continue after notice of infringement of rights has been received by the Publishers.
  - (iv) In the event of the Publishers receiving notice of any claim against them concerning the breach of any warranty given by the Composer in this Agreement the Publishers upon giving written notice to the Composer shall be entitled to withhold from royalties and fees payable to the Composer hereunder such amount to protect the Publishers against such claim as is directly related to the Publishers' potential liability under such claim until liability in respect of such claim has been finally settled determined and paid and the Publishers have been reimbursed all costs and expenses incurred by them (including legal costs on an indemnity basis) and damages paid by them relating to such-claim. Notwithstanding the generality of the foregoing the Publishers shall release any withholding made in accordance with this provision with respect to any particular claim unless litigation is instituted with respect to such claim then the Publishers upon giving written notice to the Composer shall be entitled to withhold royalties and fees otherwise payable to the Composer hereunder in the manner aforesaid to protect themselves against such claim.

## 5. PUBLISHERS EXPLOITATION OF THE COMPOSITIONS

- (a) In further consideration of the grant of rights by the Compose under Clause 2 hereof the Publishers will use their best endeavours by themselves and/or their licensees to exploit the Compositions including the following at the reasonable discretion of the Publishers:-
  - (i) Promotion of the Compositions for the purpose of causing them:-
    - (A) To be performed or broadcast, and/or
    - (B) To be included in cinematograph and/or television and/or other audio visual film scores, and/or



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- (C) To be exploited by such other means as may from time to time be available and suitable;
- (ii) Provision of all necessary facilities to ensure that all necessary steps are taken in respect of each of the Compositions for proper registration and administration of the copyright herein and all interests relating thereto including but without limitation the collection of all monies arising as a result of exploitation thereof.
- (b) The Composer recognises that the Publishers' best endeavours to exploit the Compositions may include the Publishers (by themselves or through their industry associations or societies) entering into general agreements covering the exploitation of all of the Publishers' (or such associations' or societies') catalogue of musical compositions which may include the granting of concessions to the relevant copyright users.

## 6. REVERSION

- (a) In the event that in respect of any Composition neither of the following forms of exploitation have occurred anywhere in the Territory within [5] years of entering into this agreement:

- (i) a Commercial Release;
- (ii) the grant of a synchronisation licence for the use of the Composition in a television or film production; or
- (iii) non-synchronised play such as radio promotion or via online services including but not limited to Youtube, Vimeo and podcasts;

then at any time after that period the Composer may serve notice on the Publisher provided that such notice shall be of no effect if served after such exploitation has occurred.

- (b) If upon the date three months from a notice being served the Publisher has not provided evidence of any of the forms of exploitation taking place then the copyright in those Compositions shall revert to the Writer upon that date without further formality.

## 7. ROYALTIES

- (a) ROYALTIES AND FEES ARISING IN THE UNITED KINGDON (excluding performing broadcast and rediffusion fees)

The Publisher agree to pay the Composer the following royalties:-

- (i) SHEET MUSIC ROYALTIES

10% (ten per cent) of the marked retail selling price of each copy of the Compositions sold and paid for in respect of the Publishers' prints (except as hereafter provided), save that in respect of a Remix Recording that is produced by a different composer this percentage shall be 5% (five per cent) instead;

10% (ten per cent) pro rata of the marked retail selling price of each album including the Compositions sold and paid for in respect of the Publishers' prints, save that in respect of a Remix Recording that is produced by a different composer this percentage shall be 5% (five per cent) instead;

50% (fifty per cent) of all sums received by the Publishers from the licensing of the use of words and music of the Compositions in any album, folio, newspaper or magazine, save that in respect of a Remix Recording that is produced by a different composer this percentage shall be 30% (thirty per cent) instead;

- (ii) MECHANICAL ROYALTIES



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50% (fifty per cent) of all royalties received by the Publishers for reproduction of the Compositions in connection with the manufacture of records, tapes, compact discs, digital video discs and other devices for sale to the public and the sale to the public of online downloads (other than for use in or in connection with cinematograph and television films), save that in respect of a Remix Recording that is produced by a different composer this percentage shall be 30% (thirty per cent) instead;

(iii) SYNCHRONISATION FEES

50% (fifty per cent) of all royalties and fees received by the Publishers for the right to use the Compositions in or in connection with any cinematograph or television films, save that in respect of a Remix Recording that is produced by a different composer this percentage shall be 30% (thirty per cent) instead;

(iv) OTHER INCOME

50% (fifty per cent) of all royalties and fees received by the Publishers from any other source being directly identifiable as a usage(s) of the Compositions or which are allocated by third parties prior to receipt by the Publishers or which are allocatable by the Publishers after receipt as having been earned from the usage of the Compositions, save that in respect of a Remix Recording that is produced by a different composer this percentage shall be 30% (thirty per cent) instead;

(b) ROYALTIES AND FEES ARISING OUTSIDE THE UNITED KINGDOM (excluding performing broadcast and rediffusion fees)

(i) The Publishers agree to pay the Composer 50% (fifty per cent) of all royalties and fees received by the Publishers from their overseas agents in respect of sheet music, mechanical royalties, synchronisation fees and any other source where the royalties and fees are directly identifiable as having been earned from the usage of the Compositions or are allocated by third parties prior to receipt by the Publishers' agents or are allocatable by the Publishers or their agents after receipt as having been earned from the usage of the Compositions, save that in respect of a Remix Recording that is produced by a different composer this percentage shall be 30% (thirty per cent) instead.

(ii) The Publishers shall ensure that their overseas agents shall remit to the Publishers not less than 50% (fifty per cent) of all royalties and fees received by such agents in respect of sheet music, mechanical royalties, synchronisation fees and from any other source where the royalties and fees are directly identifiable as having been earned from the usage of the Compositions or are allocated by third parties prior to receipt by the Publishers' agents or are allocatable by the Publishers or their agents after receipt as having been earned from the usage of the Compositions, save that in respect of a Remix Recording that is produced by a different composer this percentage shall be 30% (thirty per cent) instead.

(c) FREE COPIES

No royalties shall be payable on copies of printed editions or the Sound Recordings of the Compositions given away by the Publishers for the purpose of promoting use of the Compositions provided that they shall not be made available to the general public.

8. PERFORMING, BROADCASTING AND REDIFFUSION FEES





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The Publishers are members of PRS and the above fees collected by PRS are distributed to its members in accordance with the rules of PRS and the Compose hereby agrees that:-

- (a) this agreement shall be regarded as a certificate for the purpose of PRS's rule 1(o) authorising PRS to treat the Publishers as exploiting the Compositions;
- (b) the Composer's share shall be 50% and the Publisher's share 50% of the gross fees distributable by PRS and its affiliate societies throughout the world in respect of performances of the Compositions.
- (c) where there is a Remix Recording the Composer's share shall be 30%, the remixers share shall be 30% and the Publishers share 40% of the gross fees distributable by PRS and its affiliate societies throughout the world in respect of performances of the Compositions.

## 9. STATEMENTS OF ROYALTY

- (a) The Royalty shall be calculated on the total fees and royalties received by the Publisher arising directly and identifiably from the use and/or exploitation of the Compositions, after deduction of VAT and any other like taxes required to be deducted in any part of the Territory.
- (b) Royalty statements will be prepared by the Publishers at 30<sup>th</sup> June and 31<sup>st</sup> December in each year and will be paid as soon as possible after such dates but in any event no later than 90 (ninety) days after such date.
- (c) The exchange rate between all currencies to be utilised in any transaction under this Agreement shall be the rate prevailing at the date that the Publishers receive payment from their agents or licensees.

## 10. GOVERNMENT RESTRICTIONS

The Publishers shall deduct or shall authorise the deduction from royalty payments of any sums which may be demanded from the Publishers or their licensees in respect of the remittance of such payments by the government or other fiscal authorities of the respective countries in which the Compositions are exploited and shall inform the Composer of those deductions and the Publishers shall provide the Composer with a suitable certificate of the tax deducted where appropriate to enable the Composer to apply to reclaim the tax deducted under any applicable double taxation relief.

## 11. LIABILITY FOR ROYALTIES

The Publishers' liability to make payments hereunder shall be limited to amounts received by them, and shall generally be dependent upon permission to make payments having been gained from any government or other necessary authority, as appropriate. The Composer shall cooperate and do all things necessary in the gaining of such permission. In countries where currency restrictions or any government or legal action, civil or military intervention, or any other reason beyond the Publishers' control prevent the remittance of the whole or any part of any payment due, any payment (or part thereof) not remitted but which can be paid in said country shall upon the written request of the Composer be held in an account to be nominated by the Composer in a country concerned subject to the laws of said country and of the United Kingdom. Accounts for such blocked monies shall be furnished to the Composer in the normal way. The Publisher will use all reasonable endeavours to recover monies due from their overseas agents.

## 12. INSPECTION

- (a) The Publishers shall keep true and correct books of account as far as they relate to Composer's royalties which shall be not more than once in any year (subject to at least 30 (thirty) days prior written notice) open to inspection during regular business hours and at a mutually convenient time and at the Publishers' normal place of business in the United Kingdom by a Qualified Accountant on behalf of the Composer and such inspection shall be commenced and completed within 6 (six) months of the Publishers receiving the written notice of Composer relating to such inspection provided that the Publishers will fully cooperate with the Qualified Accountant and will not in any way prevent him from carrying out his inspection.





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The Composer may not inspect the books or records in respect of royalty accounts rendered more than two years previously.

- (b) The Qualified Accountant will certify in writing to the Publishers that he will conduct such inspection in accordance with then generally accepted accounting and auditing principle and as to the confidentiality of all matters seen by and related to such aforesaid accountant. The Qualified Accountant shall not conduct any inspection of the Publishers' books upon a contingent fee basis unless the rules governing the accountancy profession shall change as to permit such basis of charging. Such inspections shall not be made more than once in any calendar year and not later than two years after delivery of any particular statement and not more than once with respect to any particular statement. In the event that such an inspection shall take place and if the Composer shall make a claim against the Publishers as a consequence the Composer shall procure the 1 (one) copy of all reports prepared as a result thereof shall forthwith be sent without cost to the Publishers by the Qualified Accountant.
- (c) In the event that the parties shall agree that payments are due to the Composer as a consequence of the inspection by the Qualified Accountant then the Publishers shall pay such sums as may be due within 30 days of reaching such agreement.
- (d) Each party hereto shall bear its own costs in respect of any inspection by a Qualified Accountant but the Publishers shall reimburse the Composer for the reasonable costs of the Qualified Accountant in the event that it is agreed by the parties or held by a court of competent jurisdiction that his inspection has revealed an underpayment in excess of the greater of £10,000 or 10% (ten per cent) of sums due to be paid to the Composer for the period which was subject of the inspection.
- (e) It is expressly agreed that nothing contained in this Clause 13 will preclude the Composer from claiming interest at rates applicable at the relevant date in the event that the Composer shall institute proceedings in relation to the late payment or non-payment of fees and royalties due under this Agreement.
- (f) The Composer's sole right of inspection of Publisher's books of account and all other books and records of the Publishers is as set out in this clause.

## 13. V.A.T.

All sums to be paid to the Composer by the Publisher shall be exclusive of V.A.T. The Publishers shall pay to the Composer V.A.T. on such sums within 30 (thirty) days upon receipt of a V.A.T. invoice from the Composer or with the sums to which V.A.T. relates if the Composer has arranged with the Publishers a self-billing procedure for payment of V.A.T.

## 14. COMPOSER'S CONSENTS

The Composer hereby grants to the Publishers all necessary consents including but not limited to all necessary consents under Part II of the Copyright, Designs and Patents Act 1988 in respect of his (and only his) performances contained on the Sound Recordings of the Compositions made by the Composers referred to in Sub-clause 2(c) hereof and all recordings of the Compositions made by the Publishers to enable the Publishers to make use of such recordings.

## 15. GOOD FAITH OF THE PARTIES TO EACH OTHER

- (a) The parties shall act towards one another with good faith. The construction of the meaning thereof shall be in the widest possible terms.
- (b) Without restricting the generality of good faith the following matters will be taken into account:-
  - (i) The Publishers and the Composer shall abide by all the terms and conditions in respect of The Musicians Union and other similar third parties who may from time to time affect the performance of this Agreement.



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- (ii) The Composer will seek to protect the interest and rights of the Publishers in the Compositions by every means available to him.
- (iii) The Publisher will seek to protect, foster and promote the interests of the Compositions.

## 16. CURE OF BREACH

In the event of a breach of any of the terms or conditions in this Agreement the innocent party shall before taking any legal action in respect thereof (either by way of purporting to terminate this Agreement or otherwise) serve the other with written notice specifying such breach and requiring the same to be remedied within 30 (thirty) days after such notice is received and that such breach is not remedied within such period. No waiver of any breach of this Agreement shall be construed to constitute a waiver of any subsequent breach of like nature or similar nature.

## 17. NOTICES

All notices, claim forms, legal process or any other documents served under or in respect of this Agreement shall be addressed to the party to be served at the address of that party hereinbefore appearing or, if different, at such other address as shall be the last known address of the party to be served and shall only be delivered by hand or sent by registered letter or recorded delivery letter if within the United Kingdom or by registered airmail letter if outside the United Kingdom (marked for the attention of the Publisher or Composer) in which event such notice shall be deemed to have been received when delivered or two working days after posting thereof if within the United Kingdom and eight working days after posting thereof if outside the United Kingdom, or shall be sent by email with the next business day after the date of transmission being the date of service.

## 18. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Composer and his heirs, executors, administrators and assigns and upon the Publishers' and their successors and assigns and shall enure to the benefit of the Publishers and their successors and assigns.

## 19. CONSTRUCTION

- (a) Any agreement warranty or undertaking on the part of two or more persons shall be deemed to be given or made by such persons jointly and severally.
- (b) The headings to the clauses in this Agreement are for convenience only and are not to be deemed a part of this Agreement or relied upon in the construction or interpretation hereof.

## 20. SEVERENCE

If any part of this Agreement is determined to be void, voidable, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination the remainder of this Agreement shall continue in full force and effect.

## 21. VARIATIONS AND ENTIRETY

No amendment shall be made to this Agreement except in writing by all parties hereto. This Agreement constitutes the entire agreement between the Composer and the Publishers at the date hereof and the parties hereto enter into it solely on that basis without reliance on any other representation whatsoever.

## 22. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other



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right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 22. PROPER LAW

- (a) This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- (b) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.