



LICENCE TO USE PICCOLO MUSIC SONGS

Agreement to use Music

Singing days are happy days

We have spent the last two years trying to establish how and when music can be used in different settings. To date, if you have a licence or are using an artist's music in your business, it is still unclear how this income feeds back to the artist. By promoting us, you are helping to ensure that we might also benefit from our music being used in your business. Data referring to any music being used in classes in venues under the Music Licence should in theory be recorded and sent to the PRS. However this does not happen in practise. With your support, musicians worldwide are working hard to get their voice heard regarding this. Letting us know that you are using our music is the first step to help us and we thank you for supporting us.

All of our songs available on all digital platforms are for personal use only or for schools and early years settings unless you have the relevant licence or permission.

Please check your terms of use for your digital streaming subscriptions such as Spotify or Amazon Music. At the time of writing this, they do not give permission for these subscriptions to be used for business purposes.

When using the recordings of any artist, you **MUST** have a licence giving you permission to use their material for business or commercial use. Piccolo Music is a member of the PRS/PPL which means that if you have a Music Licence from the PRS or the equivalent if outside of the UK, you can use our recordings in your business setting as background music or in classes in venues. In this ever-changing digital music industry, you might find that your PRS/PPL Music licence may cover some areas of online music but we have been told that the PPL/PRS does not cover music content on platforms such as YouTube, Twitter or Facebook (inc. Instagram).

For this reason, as copyright owners of our recordings, we are giving people permission to use our music on Facebook, Twitter, Instagram and on YouTube without paying a licence fee.

With your support promoting the use of our music, we intend to continue to give this permission for free.

To use artist's recordings in your business, you need to check the following:

Do you need The Music Licence (PRS)? (You need this if you hire venues and run classes)

Are you using downloads of the recordings? (You are not allowed to stream the music from other platforms unless you have permission to do so)

Should you be using your personal streaming account e.g Personal Spotify account?

Have you checked the terms of conditions for streaming music from your account in a business setting?





Piccolo Music FREE LICENSE with Managed Rights

With this licence:

You can use downloads of Piccolo Music under the Free Licence in your online classes and videos for Facebook and YouTube for free as long as you credit Piccolomusic.co.uk.

You can use downloads of Piccolo Music under the Free Licence in your classes and videos as you credit Piccolomusic.co.uk.

With this licence:

You cannot use personal streaming subscriptions such as Spotify or Amazon Music for music in business use

You cannot claim our music as your own.

You cannot register our music in any store/platform.

You cannot make music, song or remix with our music without additional permission

You cannot register them to the Facebook Rights Manager Service (this stops other users using our music).

Titles of Albums with recordings which can be used

You can use all of these albums (except for the exclusions) with acknowledgement to Piccolo Music

BOOGLE OOGLE

CAR BOOGIE WOOGIE

CHRISTMAS SONGS AND JINGLE BELLS

DANCE BABY SING

HIP HOP HAPPY

SHAKE RATTLE AND SING

SING YOURSELF A SMILE

You can use the new hello and good bye song with Singing days are happy days

Exclusions to the above

You cannot use the original Piccolo Hello and Good Bye Song



By you using our music, we hope that people will be encouraged to listen to our songs and hope that you can promote them. By doing this, we can continue not to charge for the songs to be used in your settings.

Signing up to this licence means that you agree to acknowledge Piccolo Music's music and promote the sale of their songs wherever possible. You can do this by trying to include at least one or more of the following:

The artist, Piccolo Music

The website, www.piccolomusic.co.uk

Use of Songwhip links for songs used <https://songwhip.com/>

Use of logo showing I have permission to use these songs

Using the disclaimers and logos provided in the branding package

1.Crediting

The Applicant will receive this license free of charge. As a result of this SWP expects the applicant to promote the SWP and PM brand where possible and in all content that features PM works. The applicant will at a minimum:

Display the following disclaimer in their captions of all content that contains PM works:

“The recordings we have used in this video are by Piccolo Music, granted permission from Sing with Piccolo, to listen to more of their stuff go to www.piccolomusic.co.uk”

In a situation where a shorter caption is needed e.g. Instagram post, the applicant can shorten this to **“songs by @singwithpiccolo”** or **“music provided by @singwithpiccolo”**.

Display the PM logo somewhere in the first 15 seconds of a video where possible. Alternatively, they can mention PM at the start of their videos with reference to the use of the PM works e.g.

“The songs we are singing in this video are by Piccolo Music, if you want to find out how you can use their music click the link in the description”.



2. Online Use

SWP grants the applicant permission to use Piccolo Music works in online streaming videos (including live streams) films, or podcasts (including personal, corporate, commercial, etc) distributed through public social media platforms or commercial streaming platforms such as YouTube, Facebook.

SWP grants the applicant permission to use the PM works for revenue generating purposes such as monetised videos, podcasts, participating in advertising programs like adsense or generating impressions from views, listening etc, however the license agreement will be reviewed if the applicant reaches the threshold of 1 million views/impressions/streams on a piece of content. The same renewal threshold applies to online advertising and commercials if 1 million impressions are reached.

SWP will keep confidential during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain. PM may however disclose this information to its Auditors and other professional advisers.

3. Termination - SWP may immediately terminate this agreement on giving written notice to the Applicant if the Applicant:

- a) breaches any terms of this Agreement and fails to remedy the breach within 14 days after being requested to do so.
- c) Sing with Piccolo ceases to trade

4. Notices - A Notice under this Agreement must be in writing and may be given to a party by:

- a) delivering it to the address of the other party
- b) sending it by pre-paid post to the address of the other party
- c) sending it by e mail to the e mail address of the other party and the notice will be deemed to have been received by the other party on receipt.



5. Limitation of Liability

You, the Licensee acknowledge and agree that you are solely liable for any use of our content and that Piccolo Music will not be liable for any damages, incidental, including damages for loss of revenue, data, profits, reputation incurred by you or any third party consequent of the use of our music.

These Licence Terms and Conditions form part of the Licence Agreement between the Applicant and Sing with Piccolo and Piccolo Music, the Licensor.

I have read, understood and accept the terms and conditions of this licence agreement including everything outlined in the Further Information Section. I understand that I will receive a Virtual Certificate on completion of the application form on the website. I can use the certificate to confirm that permission has been given to use the music on Facebook and YouTube and I can use the music in all sessions in line with the PRS regulations. I acknowledge that if I want to use the music on platforms and settings other than Facebook and YouTube, I will check with the PRS accordingly.

In light of the continuing developments and changes in the Music Industry, Piccolo Music will do their best to work with their distributors to ensure that if my music is muted at any time then the videos will be unmuted wherever possible.

**SIGNATURE OF ABIGAIL COTTON - ARTIST AND
OWNER OF SING WITH PICCOLO AND PICCOLO MUSIC**



Further Information

1. Definitions:

- a) PM Works means all musical works currently released on digital service platforms (DSP's). However, the use applicant will only use PM recordings that have been purchased as digital downloads or physical copies from online retailers e.g. Amazon and Itunes. These include 'Shake Rattle and Sing,' 'Dance Baby Sing' and 'Hip Hop Happy' 'Boogle Oogle Oogle', 'Sing Yourself a Smile', 'Car Boogie Woogie' and 'Christmas Party'. This with the exception of track numbers 17 ,9,12,14, and 16 on Christmas Party and the Hello and Goodbye songs on each CD, including words associated with those works, where there are no copyright claims or involvement by artists other than Piccolo Music. In the event of any doubt as to whether this Licence covers a particular work, the Applicant should contact Sing with Piccolo for clarification.
- b) Licence Year means a 12 month period commencing with the Effective Date or the anniversary of that date
- c) Other terms with capital initials have the meanings ascribed to them on the Application or elsewhere in this Agreement.

2. Terms - The Licence Year commences on the Effective Date. After the expiry of the initial Licence Year, this Agreement will require renewal on an annual basis.

Day, month, year

3. Licence Restrictions. The Licence excludes:

- a) The public reception/broadcast of any performance outside the venue eg for TV promotion, journalism, advertising, DVD/CD sales to classes or the public.
- b) Unless in an educational setting (eg School/nursery) the performance of any of the PM works in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects or as a ballet.
- c) the Recording or duplication of any of the PM works without specific consent from SWP. Commercial Licensees have consent to make class compilations (for class/session use only) using tracks from the PM works, as per their Application forms.
- d) use of the PM works in any training or adult education workshop, adult lesson, adult performance, seminar or presentation EXCEPT for the purposes of training/introducing Franchisees or class leaders or potential franchisees/class leaders to work in a business already Licensed under this scheme.



Further Information

- e) The reproduction of words or music in any paper or any text format (eg resources, web pages, handouts on paper or in digital format), for training, publicity, for class member's use or any other purpose EXCEPT when using projection of words for audience participation at school performances.
- f) The use of the Piccolo Hello and Goodbye Songs found at the beginning and end of all the PM Works albums.
- g) The use of personal streaming accounts such as Spotify to use PM recordings for commercial use.
- h) Any other right not expressly granted under this agreement.
- i) This license is applicable to one person or company only. If you employ other people for additional work such as regional classes, corporate videos, websites or messages on hold to several clients you must request a license for each of them or contact us to negotiate a multiple client license.
- j) In the event of resale, the music must be synchronized with another media. It is therefore forbidden to resell and/or appropriate music tracks in isolation even if one or multiple sounds or vocals are added.
- k) If you are looking to use our music for different projects such as audio books, podcasts etc, please contact us to clarify the situation and we will do our best to work something out.

Miscellaneous

- 8.1 No waiver by SWP of a breach of this Agreement operates as a waiver of another breach of the same or any other provision of this Agreement.
- 8.2 The Applicant may not assign any of its rights or obligations under this Agreement without SWP's prior written consent
- 8.3 The Applicant must pay all costs and expenses (including debt collection and legal costs on a solicitor and own client basis) incurred by SWP in enforcing its rights under this Agreement.
- 8.4 This Agreement will be governed by the laws in force in England and the parties submit to the non-exclusive jurisdiction of the English Courts.
- 8.5 This Agreement can be amended by SWP, by notice in writing to the Licensee, except where any such amendment serves to reduce the PM works available under the Licence.
- 9. Limitation of Liability