



Warranties and Indemnities

Where copyright owners (or collecting society on their behalf) license the use of copyright work, a user may expect to have a warranty from the copyright owner (or the society) to the effect that the copyright in the relevant work(s) is owned or administered by them and that they are entitled to grant the licence. Such a warranty may be expressed in a contract or in the terms of a licence or it may be generally implied.

It is also usual practice for collecting societies who license on behalf of copyright owners to require such a warranty from those copyright owners who appoint the collecting society to license rights on their behalf.

If such a warranty is given either expressly or impliedly, then a breach of such warranty may give rise to the person benefiting from the warranty being able to claim for losses directly arising out of a breach of that warranty.

However, it is not always certain under such warranties that all such losses may be recovered and therefore some users (or collecting societies) may ask for a wider contractual indemnity which will specify all of the losses that, if incurred, would be looked to be recovered in the event of a breach of the warranty.

Conversely, some collecting societies such as DACCS, when licensing multiple works, in certain circumstances, will specifically cap any liability they may incur in respect of any breach of any implied or express warranties, so in fact limiting any indemnity provision.

The content of this fact sheet is of benefit interest only and is not an exhaustive explanation of copyright protection and remedies for infringement. This fact sheet is not intended to apply to specific circumstances. The contents of this fact sheet should not therefore be regarded as constituting legal or other advice and should not be relied upon as such. In relation to any particular problem that you may have, you are advised to seek specific and specialist advice.