

**FORM 11****Deadline:  
5 Jun 2025**

**HKTDC Hong Kong  
Sports and Leisure Expo  
香港貿發局香港運動消閒博覽  
16-22 / 7 / 2025**

**Return to :**

Composers & Authors Society of HK Ltd  
18/F Universal Trade Centre  
3 Arbutnot Road, Central, Hong Kong  
Tel : (852) 2846 3268  
Fax : (852) 2846 3261

**Others****APPLICATION FORM 申請表格****P**

香港中環亞畢道三號環貿中心十八樓  
18/F Universal Trade Centre  
3 Arbutnot Road  
Central, Hong Kong  
Tel 電話 : 2846 3268 Fax 傳真 : 2537 0569  
Customer Service Hotline 客戶服務熱線 : 2846 3229  
E-mail 電郵 : public.performance@cash.org.hk

依據 1997 年香港版權法例  
**In compliance with the Hong Kong Copyright Ordinance (1997)**

**版權音樂短期准許證申請表****APPLICATION FOR A COPYRIGHT MUSIC PERFORMANCE RIGHT PERMIT FOR ONE-OFF MUSICAL EVENTS**

On-line Application for a Copyright Music Performance Licence is now available at CASH Website [www.cash.org.hk](http://www.cash.org.hk)

現在您可以在 CASH 網站 [www.cash.org.hk](http://www.cash.org.hk) 即時申請版權音樂演奏牌照

**1. PARTICULARS OF PERMIT HOLDER 持證人資料** \*Mandatory Information \*必須填寫

\*\* (可選擇填寫或附上商業登記證及公司名片) (Either fill in or attach business registration certificate and business card)

持證 / 或機構名稱 (英文) Name of Permit Holder / Organization in English		
持證 / 或機構名稱 (中文) Name of Permit Holder / Organization in Chinese		
電話 Tel.		傳真 Fax.
持證 / 或機構地址 (或有限公司註冊地址) Address of Permit Holder / Organization (or Registered Office of Limited Company)		
商業登記證號碼 Business Registration Certificate Number		公司註冊號碼 Company Registration Number
聯絡人姓名 Name of Contact Person & e-mail address 及電郵地址		聯絡電話 Contact Tel.
聯絡人職位 Position of Contact Person		傳真號碼 Fax No.
(a) *Name of event: English: 節目名稱 英文		
Chinese: 中文		
(b) *Date(s) of event: 舉行日期		
(c) *Venue: 舉行地點		
(d) Booth Number (if applicable): 攤位編號 (如適用)		Booth Size (Music Audible Area): 攤位面積 (播放音樂之範圍) m <sup>2</sup> 平方米

**2. TYPE OF EVENT 節目形式**

\* (a) Please "✓" the appropriate 請選出所屬類別

- |   |  |
|---|--|
| <input type="checkbox"/> Ball/Party 舞會                | <input type="checkbox"/> Mini Concert 小型演唱會                        |
| <input type="checkbox"/> Bus/Train Parade 花車巡遊        | <input type="checkbox"/> Opening/Closing Ceremony 開幕 / 閉幕典禮        |
| <input type="checkbox"/> Cantonese Opera Singing 粵曲演唱 | <input type="checkbox"/> Prize Presentation Day 頒獎典禮               |
| <input type="checkbox"/> Carnival 嘉年華會                | <input type="checkbox"/> Product Promotion 產品推廣                    |
| <input type="checkbox"/> Concert 音樂會                  | <input type="checkbox"/> Singing Contest 歌唱比賽                      |
| <input type="checkbox"/> Exhibition 展覽會               | <input type="checkbox"/> Speech Day/Graduation Ceremony 演講會 / 畢業典禮 |
| <input type="checkbox"/> Film Premier 首映禮             | <input type="checkbox"/> Sports/Swimming Gala 陸運 / 水運會             |
| <input type="checkbox"/> Fans Club Gathering 歌迷會聚會    | <input type="checkbox"/> Others 其他                                 |
| <input type="checkbox"/> Fashion/Dance Show 時裝/舞蹈表演   |  |
| <input type="checkbox"/> Variety Show 綜合表演            |  |

- (b) \* Total duration of Music: 總演奏音樂時間
- Live Music Performance: 現場音樂演奏 \_\_\_\_\_ 分鐘 minutes
- Background Music (Mechanical Performance): 背景音樂(機械性演奏) \_\_\_\_\_ 分鐘 minutes

(Continued Overleaf 轉後頁)

隸屬國際藝術家協會  
Member of International Confederation of Societies of Authors and Composers

# APPLICATION FORM 申請表格

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## 3. FACILITIES OF PERFORMANCE 播放設備

Facilities of Visual Music Performance 影像音樂播放設備

No. of video screen(s):

螢光屏數目

No. of video wall(s):

螢光幕牆數目

Size of Video Wall :

螢光幕牆面積

ft<sup>2</sup> 平方呎

## 4. HOUSE RECEIPTS 門券

☐ No 無

Aggregate Venue Hiring Charges:

(including any charges for reimbursables and miscellaneous charges)

綜合場租 (包括其他雜項支出)

☐ Yes 有

Ticket Price:

票價

Full House Receipts Value :

全場門券收入

Nominal Value, Complimentary and Discounted Tickets (Original Value):

贈券及優待券總面值 (原來價值)

No. of Attendance :

全場出席人數

## 5. PARTICULAR OF APPLICANT 申請人資料

Full name of Applicant : English (英文) : (Mr./Miss/Mrs.)

申請人姓名

Chinese (中文) : (先生/小姐/太太)

Position of Applicant :

申請人職位

Signature of Applicant & Company Chop :

申請人簽名及公司印章

Date of Application :

申請日期

(for office use 本會專用)

Mean of Performance		Licensee No.	
Due Date		Remarks	
Industry		Rate	
Terr. / LO		Total Permit Fees Payable	

FORM 12

Deadline:  
5 Jun 2025

**HKTDC Hong Kong  
Sports and Leisure Expo  
香港貿發局香港運動消閒博覽**

**16-22 / 7 / 2025**

**Return to :**  
Phonographic Performance  
(South East Asia) Ltd  
Unit A, 18/F, Tower A  
Billion Centre, 1 Wang Kwong Road,  
Kowloon Bay, Hong Kong  
Tel : (852) 2861 4318  
Fax: (852) 2866 6869



**PPSEAL**  
香港音像版權有限公司  
A subsidiary of IFPI Hong Kong Group

**PHONOGRAPHIC PERFORMANCE (SOUTH EAST ASIA) LTD**  
**香港音像版權有限公司**

**APPLICATION FOR SINGLE EVENT PERMIT**

**單一事項牌照申請表**

FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS, MUSIC VIDEOS AND/OR KARAOKE VIDEOS  
公開播放錄音製品、音樂錄像及/或卡拉OK錄像製品

**PARTICULARS OF APPLICANT ("LICENSEE") 申請人 ("持牌人") 資料**

Company Name 公司名稱: \_\_\_\_\_ Bus. Reg. No. 商業登記號碼: \_\_\_\_\_  
Address 地址: \_\_\_\_\_ Tel No. 電話: \_\_\_\_\_  
\_\_\_\_\_ Fax No. 傳真: \_\_\_\_\_  
\_\_\_\_\_ E-mail 電郵: \_\_\_\_\_  
Contact Person 聯絡人: \_\_\_\_\_ Position 職位: \_\_\_\_\_

**PARTICULARS OF SINGLE EVENTS (Details of Events where sound recordings, music videos and /or karaoke videos are to be used)**  
**節目資料 (播放錄音製品、音樂錄像及/或卡拉OK錄像製品之節目詳細資料)**

Title of Event 節目名稱	Nature of Event 節目性質	Location 地點
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

  

Date of Event DD/MM/YY 舉行日期 日日/月/年年	Time of Events 舉行時間	Total No. of Hours 舉行小時	Number of Days 舉行日數	*No. of TV Monitors *電視螢幕總數	Others 其他
1. ____/____/____	____:____ To ____:____	____	____	____	____
2. ____/____/____	____:____ To ____:____	____	____	____	____
3. ____/____/____	____:____ To ____:____	____	____	____	____

\* For public performance of music videos and/or karaoke videos.  
用作播放音樂錄像及 / 或卡拉OK錄像

We / I declare that the information given above is true and accurate in each and every respect. We / I have read and understood the Terms and Conditions stated overleaf and on the appendix (if any) attached hereto and confirm our / my agreement to and acceptance of such Terms and Conditions if PP(SEA)L agrees to accept the above application and issue a Permit.  
吾等 / 本人保證以上填報之資料正確無訛，吾等 / 本人已閱讀及明白本表格背後或另附載之條文，倘若香港音像版權有限公司同意接受以上申請及頒發牌照，吾等 / 本人同意及接受有關之條文與條款。

同意接受以上申請及頒發牌照，

Signature of Applicant  
& Company Chop  
申請人簽名及公司印章

Name of Signatory  
申請人姓名

Position of Signatory  
申請人職位

Date of Application  
申請日期

**ACCEPTANCE 接受申請**

We PP(SEA)L confirm acceptance of the above application. The Licensee falls within Tariff \_\_\_\_\_ and Permit fee for the events is HK\$ \_\_\_\_\_ and should be paid in full within 14 days of the date hereof or at least 2 days before the Date of Event. A formal Permit will be issued upon receipt of full payment.

本公司確認接受閣下 / 貴公司以上申請，持牌人所付之牌照費屬於收費表 \_\_\_\_\_，其節目之牌照費 HK\$ \_\_\_\_\_ 須於此日起十四天內或不少於節目舉行前兩天全數繳付，正式牌照將於全數繳付後發出。

For and on behalf of  
Phonographic Performance (South East Asia) Ltd  
香港音像版權有限公司

Name of Signatory  
簽署人姓名

Position of Signatory  
簽署人職位

Date of Acceptance  
接受日期

**FOR OFFICE USE ONLY 本公司填寫**

Handled by \_\_\_\_\_ CPI(B) \_\_\_\_\_ Ref. No \_\_\_\_\_ Checked By \_\_\_\_\_  
Parent Code \_\_\_\_\_ Premises Code \_\_\_\_\_



## TERMS AND CONDITIONS

## 牌照協議條文

本牌照協議中文本內容，如與英文本有歧異，以英文本內容為準

### Grant of Licence

1. Subject to the terms and conditions contained herein, PPSEAL grants to the Licensee on the Date of Event a non-exclusive licence to perform publicly or authorise the public performance at the Premises of any or all of those sound recordings, music videos and/or karaoke videos for the time being in the repertoire owned or licensed by IFPI (HK Group) member and over which PPSEAL controls the performing rights in Hong Kong. The list of members and/or labels are available for inspection at our office.

### Particulars for Calculation of Licence Fee

2. (a) The Licensee warrants that the particulars set out in the application form are true and accurate.  
(b) The Licensee shall at least 7 days before the Date of Event notify PPSEAL in writing of any changes in the particulars.

### Payment of Licence Fee

3. (a) The Licence Fee is calculated by reference to the applicable tariff(s).  
(b) Save as otherwise specified or provided, all Licence Fee must be paid in full within 14 days from the Date of Acceptance and in any event at least 2 days before the Date of Event.  
(c) All Licence Fee paid is non-refundable.

### The Applicable Tariff(s)

4. (a) All provisions of the applicable tariff(s) shall be deemed to be incorporated in this Agreement.  
(b) PPSEAL may at any time in its sole discretion make any revisions, modifications, variations, amendments, oblations, additions and/or other changes to any of the provisions of the applicable tariff(s).  
(c) PPSEAL reserves the right to cancel the applicable tariff(s) and replace the same with new tariff(s) as PPSEAL shall think fit.

### PPSEAL's Right of Entry

5. PPSEAL, by its duly authorised agent(s), shall have the right of full entry in and upon the premises at all reasonable times during the Event for the purpose of checking the particulars on which any Licence Fee payable hereunder is to be assessed.

### Termination

6. (a) PPSEAL shall have the right at any time to terminate this Agreement forthwith upon the happening of any of the following events:-  
(i) if the Licensee commits a breach of any of the provisions of this Agreement or fails to make any payment hereunder and fails to remedy such breach or make such payment within 14 days of being required in writing by PPSEAL to do so; and/or  
(ii) if the Licensee enters into liquidation whether compulsorily or voluntarily otherwise than for the purpose of amalgamation or reconstruction or compounds with its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt or becomes bankrupt or insolvent.  
(b) The termination of this Agreement as aforesaid shall not prejudice the right of PPSEAL to any then existing rights and/or claims against the Licensee and PPSEAL shall have the right to recover any monies payable by the Licensee hereunder and/or any legal fees and other costs and expenses whatsoever as PPSEAL shall incur including the costs of making any enquiries necessary to determine the amount of Licence Fee properly payable hereunder.

### No Assignments

7. The Licensee shall not assign, transfer, sub-licence or otherwise howsoever, in whole or in part, the rights granted hereunder without the previous written consent of PPSEAL.

### Notices

8. (a) Unless the contrary is specified, any notice, demand, Invoice from PPSEAL to the Licensee shall be deemed to have been duly given if sent by ordinary prepaid post addressed to the Licensee at the address shown in this Agreement or other postal address last known to PPSEAL and the date of the giving of such notice shall be deemed to be two days after the date of posting.  
(b) The Licensee may attend at PPSEAL's premises by appointment during normal business hours to inquire whether any particular works falls within PPSEAL's repertoire.

### Exclusions

9. (a) This Licence does not authorise the Licensee(s) to do any act which could be an infringement of any copyright subsisting in the works reproduced upon the sound recordings, music videos and/or karaoke videos.  
(b) This Licence does not extend to nor may it be deemed to authorise the reproduction, remixing, rerecording or editing of the sound recordings, music videos and/or karaoke videos.  
(c) This Licence does not permit the Licensee(s) to use any unauthorised copies of the sound recordings, music videos and/or karaoke videos.  
(d) This Licence expressly does not cover those works which do not fall within the repertoire of PPSEAL.

### Amendment of Terms & Conditions

10. PPSEAL shall be entitled to alter, amend and/or add to these terms and conditions as PPSEAL may in its absolute discretion think fit without prior notice to the Licensee and the terms and conditions as altered, amended and/or added to shall be effective and binding on the Licensee.

### Law and Jurisdiction

11. (a) This Agreement shall be interpreted and construed in accordance with the Laws of Hong Kong.  
(b) All disputes arising from this Agreement shall be determined by the Courts of Hong Kong and the parties hereto shall submit themselves to the jurisdiction thereof.

### 頒發牌照

1. 本公司按此協議所述條款及條件於播放日頒發持牌人一非專屬性牌照，允許所述持牌人於持牌場所作公開播放或授權公開播放任何或所有現時由國際唱片業協會(香港會)會員擁有或代理並由本公司管理或有控制權之錄音製品、音樂錄像及/或卡拉 OK 錄像製品，本公司存有會員及其製品資料以供查閱。

### 牌照費計算細則

2. (a) 持牌人保證申請表內所填寫各項細節均屬真實準確。  
(b) 如有任何細節上之改變，持牌人需於播放日前七天內以書面通知本公司。

### 繳付牌照費

3. (a) 所繳付之牌照費乃根據適用之收費表計算。  
(b) 除非另有指明或規定，否則所有牌照費必須自本公司接受申請日期起十四天內或不論任何情況下最少於播放日期前兩天全數繳付。  
(c) 所有已繳付之牌照費一概不獲退還。

### 收費表則例

4. (a) 收費表之各項規定應被視為已合併於本協議內。  
(b) 本公司有權在任何時間對收費表內任何規定作出更改、修改、刪除、增訂及/或其他改變。  
(c) 本公司保留取消所用之收費表並代之以本公司認為適用之新收費表之權利。

### 進入權

5. 本公司之正式授權代理人有權在任何合理時間內自由進出持牌場所，以查證本協議所規定用以評估應付牌照費之細節。

### 協議終止

6. (a) 若發生下列任何事件，本公司有權立即終止牌照協議：  
(i) 倘若持牌人違犯本牌照協議之任何規定；或未能按本文規定付款並且經本公司書面提出要求後十四天內仍然未能作補救或未能付款；及 / 或  
(ii) 倘若持牌人基於合併或重組以外理由被逼或自願進行清盤、或與其債權人和解了結債務、或有一「破產管理人」被委任接管其全部或任何部份資產，或因欠債、或破產、或無力償還債務而採取或發生類似行動。  
(b) 本協議因上述情況而終止時並不損害本公司當時享有對持牌人之任何權利及/或索償權，本公司並有權收回持牌人根據本文應繳付之款項及/或任何法律訴訟費用，其他開支或費用，包括本公司確定應繳付之牌照費而進行調查所耗之費用。

### 不可轉讓

7. 未經本公司事先書面同意，持牌人不得將本協議賦予之各種權利全部或部分轉讓、讓與、分讓或以其他方式出讓。

### 注意事項

8. (a) 除另有不同規定外，本公司向持牌人發出的通知、要求及發票，在按本協議所示之持牌人地址或按本公司所知其他最新郵遞地址用預付郵資方式平郵寄出，即被認為正式送達，郵寄此類通知後兩天即被認為此通知之送達日期。  
(b) 持牌人可預約於正常辦公時間內到訪本公司辦事處查核任何作品是否屬於本公司所管理。

### 不包括在本協議之權利

9. (a) 此牌照協議並不授權持牌人作任何可能侵犯錄音製品、音樂錄像及/或卡拉 OK 錄像製品之任何版權之行為。  
(b) 此牌照協議並不延伸至授權該等錄音製品、音樂錄像及/或卡拉 OK 錄像製品進行複製、重新混音、複錄或輯錄。  
(c) 此牌照協議並不允許持牌人使用未經授權之錄音製品、音樂錄像及/或卡拉 OK 錄像製品。  
(d) 此牌照協議明確地不包括非本公司管理之錄音製品、音樂錄像及/或卡拉 OK 錄像製品。

### 修訂條文

10. 本公司有權可絕對自行酌情認為適合而對此協議之條文作出更改、修訂及/或增添而無須事先通知持牌人，而經更改、修訂及/或增添之條文即對持牌人有效及有約束力。

### 法律與司法

11. (a) 本協議須根據香港法律詮釋及解釋。  
(b) 由本協議而起之任何爭議須由香港法院裁定，雙方須服從其裁決。

For tariff rates, please refer to:  
公開播放單一事項牌照，請參考：

<http://www.ppseal.com/en/section3/main/2>  
<http://www.ppseal.com/zh-hant/section3/main/2>



**HONG KONG RECORDING INDUSTRY ALLIANCE LIMITED**  
**香港音像聯盟有限公司**

# **Marketing Events & Show Cases**

## **(MES-2025A)**

### **TARIFF FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS**

Effective 1 January 2025

1. This tariff applies to the public performance of sound recordings, solely as background music, in marketing events & show cases such as exhibition stands or road shows within the repertoire of HKRIA.

2. Licence Fee:

Floor Area	Licence Fee (per day)
Under 200 sq.ft.	HK\$2,295
Over 200 sq.ft.	HK\$3,320

3. General Conditions

- a) Licence Fee is payable in advance of event for unlimited public performance of any or all sound recordings within HKRIA's repertoire at a single performing occasion at a premises.
- b) The classification of any events under marketing events & show cases of this tariff shall be at the sole discretion of HKRIA.
- c) This tariff rate may be revised from time to time by HKRIA.
- d) This tariff, Marketing Events & Show Cases (MES-2025A), supersedes all previous editions of tariffs for Marketing Events & Show Cases and shall have effect from 1<sup>st</sup> January 2025.



# HONG KONG RECORDING INDUSTRY ALLIANCE LIMITED

## 香港音像聯盟有限公司

Units 907-909, 9/F., CTF Life Tower, 18 Sheung Yuet Road, Kowloon Bay, Kowloon, HK  
香港九龍九龍灣常悅道 18 號周大福保險中心 9 樓 907-909 室

Tel 電話: 2520 7000 Website 網址: www.hkria.com  
Fax 傳真: 2528 3979 / 2882 6897

### APPLICATION FOR SHORT TERM LICENCE FOR PUBLIC PERFORMANCE OF SOUND RECORDINGS AND/OR MUSIC VIDEOS 音像版權公開播放錄音製品及/或音樂錄像製品短期牌照申請表

#### 1. PARTICULARS OF LICENSEE 持牌人資料

Company Name 公司名稱 \_\_\_\_\_

Address 地址 \_\_\_\_\_

Telephone No. 電話 \_\_\_\_\_ Fax 圖文傳真 \_\_\_\_\_ B.R. No. 商業登記號碼 \_\_\_\_\_

Contact Person 聯絡人 \_\_\_\_\_ ☐ Miss 小姐 / ☐ Ms. 女士 / ☐ Mr. 先生 Position 職位 \_\_\_\_\_

Contact Tel 聯絡電話 \_\_\_\_\_ Email 電郵 \_\_\_\_\_

#### 2. PARTICULARS OF SHORT TERM EVENTS 短期活動資料

(Please use separate sheet as attachment for the third event and onward but held at the same location 關於在同一活動地點舉行的第三項或以上活動的資料，請用另頁填報)

Name of Event 活動名稱

Event Location 活動地點 / Booth No. 攤位編號

1. \_\_\_\_\_  
2. \_\_\_\_\_

#### 3. EVENTS TYPE 所屬活動類別

(Please ☒ the appropriate industry 請選出所屬行業)

- ☐ Concerts 演唱會 ☐ Marketing Events & Show Cases 宣傳活動及展覽  
☐ Fashion Shows 時裝表演 ☐ Show Businesses & Entertainment Events 演藝及娛樂性表演 ☐ Others 其他 \_\_\_\_\_

Date of Event 活動日期 (dd/mm/yy, 日/月/年)	Total Event Duration 活動總時間	Total No. of Event Day 總活動日數	Total No. of Audience 總觀眾人數	Floor Area of the Event (sq.ft.) 活動範圍面積 (平方呎)	Others 其他
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____

#### 4. DECLARATION AND UNDERTAKING 聲明及承諾

We/I expressly declare that we/I have not engaged in and will not engage in any act specified below.

吾等/本人明確聲明並沒有及將不會進行下述所列的行為:-

- a. Include any Work (as defined in the Terms and Conditions for HKRIA Public Performance Licences) in any broadcast, or copy, reproduce, remix, re-record, edit or otherwise dealt with any Work, or do any other act which may infringe the copyright subsisting in any Work for any purpose whatsoever; or  
將作品(指 HKRIA 公開播放牌照條文所界定的作品)包括在廣播內、或複製、製作複製品、重新混音、複錄、輯錄或用其他方式處理作品，或因任何理由作任何其他可能構成侵犯作品版權的行為；或
- b. Publicly perform any Work other than using authorized and legitimately purchased Work.  
公開播放任何未經授權或非合法購買的作品。

We/I expressly undertake to apply for a separate licence from HKRIA for the purpose specified in (a) above.

吾等/本人明確承諾就上述(a) 所列的目的向 HKRIA 申請有關許可。

We/I declare that the information given above is true and accurate in each and every respect. We/I have read and understood the Terms and Conditions for HKRIA Public Performance Licences stated overleaf and on the appendix (if any) attached hereto and confirm our/my agreement to and acceptance of such Terms and Conditions if HKRIA agrees to accept the above application and issue a licence.

吾等/本人保證以上填報之資料正確無訛，吾等/本人已閱讀及明白本表格背頁所印的 HKRIA 公開播放牌照條文或另附之條文，倘若香港音像聯盟有限公司同意接受以上申請及頒發牌照，吾等/本人同意接受有關之條文與條款。

Signature of Applicant & Company Chop  
申請人簽名及公司印章

Name of Applicant  
申請人姓名

Position of Applicant  
申請人職位

Date of Application  
申請日期

#### FOR OFFICE USE ONLY 本公司專用

##### ACCEPTANCE 申請接受

We HKRIA confirm acceptance of the above application. The Licence Fee payable by the Licensee falls within the Tariff Rate for \_\_\_\_\_ and the Licence Fee for Event(s) is \_\_\_\_\_ and should be paid within 7 days before the commencement of the Event Period. A formal licence will be issued upon receipt of full payment.  
本公司確認接受貴公司以上申請，持牌人所付之牌照費屬於收費表 \_\_\_\_\_，其活動牌照費 HK\$ \_\_\_\_\_ 須於活動期段開始前的七天內全數繳付，正式牌照將於全數繳付後發出。

Handled by \_\_\_\_\_ Date \_\_\_\_\_ Checked by \_\_\_\_\_

## HKRIA 短期公開播放牌照條文

### TERMS AND CONDITIONS FOR HKRIA SHORT-TERM PUBLIC PERFORMANCE LICENCES

#### 1. Definitions

“Effective Date”	means the date(s) of the short term event as stated in the Licence Document.
“HKRIA”	means the Hong Kong Recording Industry Alliance Limited.
“HKSAR”	means the Hong Kong Special Administrative Region of the People’s Republic of China.
“Licence”	means the non-exclusive licence to publicly perform or to authorize the public performance of Works at the Premises granted by HKRIA to the Licensee.
“Licence Document”	means the document issued by HKRIA entitled “PUBLIC PERFORMANCE LICENCE OF SOUND RECORDINGS AND/OR MUSIC VIDEOS” which provides the details and conditions of the Licence.
“Licence Fee”	means the fee for the Licence as calculated by reference to the tariff(s) applicable from time to time.
“Event Period”	means the period of time and date(s) during which the Event takes place.
“Licensee”	means the licensee named in the Licence Document.
“Particulars”	means any and all particulars relating to the Licensee’s use of the Works provided by the Licensee to HKRIA at any time.
“Premises”	means the premises named in the Licence Document at which the Works may be publicly performed.
“Terms and Conditions”	means the terms and conditions contained herein, which may be amended from time to time by HKRIA.
“Works”	means all those sound recordings and/or music videos in the repertoire owned or licensed by HKRIA members and over which HKRIA controls the performing rights in Hong Kong from time to time.

#### 2. Grant of Licence

- Subject to these Terms and Conditions, the Licence Document and the full payment of the Licence Fee by the Licensee, HKRIA grants a Licence to the Licensee from the Effective Date for the Event Period specified in paragraph 8 herein. The list of HKRIA members and/or labels is available for inspection at HKRIA’s office during office hours.
- These Terms and Conditions do not authorize the Licensee to do any act which could be an infringement of any copyright subsisting in the Works.
- The Licence does not cover any works which do not fall within the repertoire of HKRIA.

#### 3. Reservation of Rights

- All rights in the Works that are owned or controlled by HKRIA and/or its members and not expressly licensed to the Licensee under the Licence are hereby expressly reserved.
- Nothing contained in the Terms and Conditions shall be construed as authorizing the Licensee to:-
  - include any Work in any broadcast, or copy, reproduce, remix, re-record, edit or otherwise deal with any Work, or do any other act which may infringe the copyright subsisting in any Work for any purpose whatsoever; or
  - use any unauthorized copies of the Works to publicly perform any Works.
- The Licensee expressly undertakes and warrants not to commit the acts specified in paragraph 3b above.
- HKRIA and its members expressly reserve their rights and remedies against Licensee in respect of any unauthorized activity or infringement of intellectual property rights.

#### 4. Particulars

- The Licensee warrants that the Particulars are true and accurate and are not misleading in any respect.
- The Licensee undertakes to notify HKRIA in writing of any change to the Particulars at least 7 working days before the Event(s) concerned takes place.

#### 5. Payment of Licence Fee

- The Licence Fee is calculated by reference to the tariff(s) applicable from time to time, as determined by HKRIA in its absolute discretion.
- Save as otherwise specified or provided, all Licence Fee must be paid in full (without any set off) within 7 days before the commencement of the Event Period.
- The full Licence Fee is payable whether or not any additions or reductions of Works covered by the Licence are made during any Licence Year.

#### 6. The Applicable Tariff(s)

- All provisions of the applicable tariff(s) shall be deemed to be incorporated into these Terms and Conditions.
- HKRIA may at any time in its sole discretion make any revisions, modifications, variations, amendments, obliterations, additions, and/or other changes to any of the provisions of the applicable tariff(s).
- HKRIA reserves the right to cancel the applicable tariff(s) and replace the same with new tariff(s) as HKRIA shall think fit.

#### 7. Right of Entry

- The Licensee shall permit HKRIA and/or its authorized agent(s) to enter and remain at any Premises and/or any other premises occupied, managed or controlled by the Licensee for the purposes of:-

- Determining if the Particulars are true and accurate;
- Ascertaining if these Terms and Conditions have been duly complied with; and/or
- Ascertaining if HKRIA and/or its members’ rights in the Works are infringed or otherwise prejudiced.

#### 8. Term

- These Terms and Conditions shall continue in force throughout the Event Period and until all obligations of the parties have been completed.

#### 9. Termination

- HKRIA shall have the right at any time to terminate the Licence forthwith upon the happening of any of the following events:-
  - If the Licensee commits a breach of any of the Terms and Conditions or fails to make any payment hereunder and fails to remedy such breach or make such payment within 7 days of being required in writing by HKRIA to do so; and/or
  - If the Licensee enters into liquidation whether compulsorily or voluntarily (otherwise than for the purpose of amalgamation or reconstruction) or compounds with its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt or becomes bankrupt or insolvent.

- Either party shall have the right to terminate the Licence by notice in writing, provided that such written notice is given to the other party before the commencement of the Event(s).

- The termination of the Licence shall not prejudice the rights and remedies of HKRIA and/or claims against the Licensee and HKRIA shall have the right to recover any monies payable by the Licensee under the Licence and/or these Terms and Conditions and/or any legal fees and other costs and expenses whatsoever as HKRIA and/or its authorized agent(s) shall incur, including but not limited to the costs of making any enquiries necessary to determine the amount of Licence Fee payable by the Licensee and/or exercising the right of entry described in paragraph 7 above.

#### 10. No Assignment

- The Licensee shall not assign, transfer, sub-license or otherwise dealt with howsoever, in whole or in part, the rights granted hereunder without the prior written consent of HKRIA.

#### 11. Notices

- Unless the contrary is provided, any notice, demand, invoice from HKRIA to the Licensee shall be deemed to have been duly given if sent by ordinary prepaid post addressed to the Licensee at the address provided by the Licensee at the time of its application for the Licence or other postal address last known to HKRIA and the date of the giving of such notice shall be deemed to be two days after the date of posting.
- The Licensee may attend HKRIA’s office by appointment during normal business hours to enquire whether any particular work falls within HKRIA’s repertoire.

#### 12. Amendment of Terms and Conditions

- HKRIA shall be entitled to alter, amend and/or add to these Terms and Conditions as HKRIA may in its absolute discretion think fit without prior notice to the Licensee. The Terms and Conditions as altered, amended and/or added to shall be effective and binding on the Licensee from the date of the respective change. HKRIA shall notify the Licensee of such changes from time to time by written notice or by posting the same on HKRIA’s website at <http://www.hkria.com>.

#### 13. Law and Jurisdiction

- The Licence and these Terms and Conditions shall be interpreted and construed in accordance with the laws of the HKSAR.
- All disputes arising from the Licence and the Terms and Conditions shall be determined by the courts of the HKSAR and the parties hereby irrevocably submit to the exclusive jurisdiction thereof.
- These Terms and Conditions shall be in both the English and Chinese languages. If there is any inconsistency or discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

#### 1. 解釋

- “生效日期” 指牌照文件中所述短期活動的日期。
- “HKRIA” 指香港音像聯盟有限公司。
- “香港” 指中華人民共和國香港特別行政區。
- “牌照” 指 HKRIA 所頒發給持牌人的非專屬性牌照，允許持牌人於持牌場所內公開播放或授權公開播放作品。
- “牌照文件” 指由 HKRIA 所發出命為《錄音製品及/或音樂錄像製品公開播放牌照》，載有牌照相關資料及條款的文件。
- “牌照費” 指根據適用之收費表計算的牌照費用。
- “活動期段” 指活動進行的時間及日子。
- “持牌人” 指牌照文件中所述的持牌人。
- “細節” 指任何及所有由持牌人於任何時候提供予 HKRIA 有關其持牌人使用作品的細節。
- “持牌場所” 指牌照文件中所述可公開播放作品的場所。
- “條文” 指本條文(或經 HKRIA 不時修訂的該等條文)。
- “作品” 指所有不時由 HKRIA 會員擁有或代理並由 HKRIA 管理或控制在香港公開播放之錄音製品及/或音樂錄像製品。

#### 2. 頒發牌照

- 在本條文及牌照文件的約束下，並在持牌人全數繳付牌照費後，HKRIA 自生效日期起於活動期段頒發牌照予持牌人，有效期請參照以下第八段內容。有關 HKRIA 會員及其作品的資料可在辦公時間內在 HKRIA 辦事處查閱。
- 本條文並不授權持牌人作任何可能侵犯作品之任何版權的行為。
- 本牌照並不包括非 HKRIA 管理之作品。

#### 3. 權利保留

- HKRIA 及/或其會員在此申明保留所有未經明確許可予持牌人的有關其擁有或控制的作品及權利。
- 本條文所載任何條款，均不得解釋為授權持牌人進行以下行為:-
  - 將作品包括在廣播內、或以複製、製作複製品、重新混音、複錄、輯錄或以其他方式處理作品，或因任何理由作任何其他可能構成侵犯作品版權的行為；或
  - 公開播放任何未經授權複製的作品。
- 持牌人明確承諾並保證將不會進行上述 3b 段所列的行為。
- HKRIA 及其會員在此申明保留所有追討未經授權或侵犯其知識產權的行為的權利及賠償。

#### 4. 細節

- 持牌人保證所提交的各項細節均真實準確，並不會在任何方面誤導他人。
- 如有任何細節上的更改，持牌人承諾於活動日期前最少七工作天內書面通知 HKRIA。

#### 5. 繳付牌照費

- 所繳付之牌照費乃根據 HKRIA 行使其絕對酌情權而訂立為適用之收費表計算。
- 除另有不同規定外，持牌人須在活動期段開始前的七天內全數繳付牌照費(不得抵銷)。
- 持牌人在牌照年度所繳付的牌照費將不受任何作品數量的更改而受影響。

#### 6. 收費表則例

- 收費表內各項規定應被視為本條文的一部分。
- HKRIA 有權在任何時間對收費表自行加以更改、修改、刪除、增訂及/或作出其他改變。
- HKRIA 保留取消有關的收費表並代之以 HKRIA 認為適用之新收費表之權利。

#### 7. 進入權

- 持牌人須允許 HKRIA 及/或其授權代理人進出及逗留於任何持牌場所及/或其他由持牌人佔用、管理或控制的場所，讓 HKRIA 及/或其授權代理人:-

- 評估持牌人所提交的各項細節是否真實準確；
- 確定持牌人已妥為遵從本條文；及/或
- 確定 HKRIA 及/或其會員就作品的權利是否被侵犯或因其他原因受損。

#### 8. 有效期

- 本條文將在活動期段期間繼續生效，直到各方已將所有責任完成。

#### 9. 終止

- HKRIA 有權在任何以下情況出現時立即終止牌照:-
  - 倘若持牌人違反本條文之任何規定，或未能按本條文規定付款，並且經 HKRIA 以書面提出要求後七天內仍未能對違反規定作出補救或付款；及/或
  - 倘若持牌人並非為合併或重整而進行強制清盤或自動清盤，或與其債權人訂立債務重整協議，或有一「破產管理人」被委任接管持牌人之全部或任何部份資產，或因欠債、或成為破產、或無力償還債務結果而採取或發生相似之行動。

- 任何一方均有權於活動日期前以書面通知對方終止牌照。

- 牌照的終止並不損害 HKRIA 當時享有對持牌人之任何權利及/或要求，HKRIA 並有權收回持牌人根據牌照及/或本條文應繳付之款項及/或 HKRIA 及/或授權代理人的任何法律訴訟費用、其他開支或費用，包括但不限於 HKRIA 為確定持牌人應繳付之牌照費而進行的調查及/或行使上述第 7 條所指進入權所耗費之費用。

#### 10. 不得轉讓

- 未經 HKRIA 事先書面同意，持牌人不得將本文賦予之各種權利全部或部份轉讓、讓與、分讓或以其他方式出讓。

#### 11. 通知

- 除另有不同規定外，HKRIA 致持牌人之任何通知、要求和發票，會按持牌人申請牌照時所提供的郵遞地址或 HKRIA 所知其他最新郵遞地址，用預付郵資方式平郵寄出，即被認為已正式送達。郵寄此類通知的兩天後即被認為送達日期。

- 持牌人可預約於正常辦公時間內到訪 HKRIA 辦事處查核任何作品是否屬於 HKRIA 所管理。

#### 12. 修訂本條文

- HKRIA 可憑其絕對酌情權在其認為合適的情況下對本條文作出更改、修訂及/或增減，而不會作出事先通知。一經更改，修訂及/或增減之條文即對持牌人有效及有約束力。HKRIA 將不時就修訂以書面方式通知持牌人，或將有關資料於 HKRIA 位於 <http://www.hkria.com> 的網站發佈。

#### 13. 法律及管轄權

- 牌照及本條文須按香港法律解釋。
- 由牌照及本條文引起之一切爭議，須歸香港法院判決，雙方須服從香港法院之專有審判權。
- 本條文有中英兩文本，中英文版之內容如有歧義，均以英文版本為準。