

FORM 18

**Deadline:
10 Oct 2017**

**HKTDC Hong Kong International
Wine & Spirits Fair**

**香港貿發局香港國際美酒展
9-11 /11 / 2017**

Others



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

Marketing Events & Show Cases (MES-2017A)

TARIFF FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS

Effective 1 January 2017

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\$1,735
Over 200 sq.ft.	HK\$2,510

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-2017A), supersedes all previous editions of tariffs for Marketing Events & Show Cases and shall have effect from 1st January 2017.

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

- 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
- 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 _____

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**
 - a. 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.
 - b. 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.
 - c. The Licence does not cover any works which do not fall with the repertoire of HKRIA.

3. Reservation of Rights

- a. 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.
- b. Nothing contained in the Terms and Conditions shall be construed as authorizing the Licensee to:-
 - (i) 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
 - (ii) use any unauthorized copies of the Works to publicly perform any Works.
- c. The Licensee expressly undertakes and warrants not to commit the acts specified in paragraph 3b above.
- d. 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

- a. The Licensee warrants that the Particulars are true and accurate and are not misleading in any respect.
- b. 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.
- c. 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)

- a. All provisions of the applicable tariff(s) shall be deemed to be incorporated into these Terms and Conditions.
- b. HKRIA may at any time in its sole discretion make any revisions, modifications, variations, amendments, omissions, additions, and/or other changes to any of the provisions of the applicable tariff(s).
- c. 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

- a. 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:-
 - a. Determining if the Particulars are true and accurate;
 - b. Ascertaining if these Terms and Conditions have been duly complied with; and/or
 - c. 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

- a. HKRIA shall have the right at any time to terminate the Licence forthwith upon the happening of any of the following events:-
 - (i) 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
 - (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. 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).
- c. 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 Licence shall not assign, transfer, sub-licence or otherwise dealt with howsoever, in whole or in part, the rights granted hereunder without the prior written consent of HKRIA.

11. Notices

- a. 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.
- b. 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

- a. The Licence and these Terms and Conditions shall be interpreted and construed in accordance with the laws of the HKSAR.
- b. 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.
- c. 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 所發出為《錄音製品及/或音樂錄製品公開播放牌照》，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/或音樂錄製品。

2. 頒發牌照

- a. 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。
- b. 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。

3. 權利保留

- a. 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。
- b. 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:-
 - (i) 將作品包括在廣播內、或以複製、製作複製品、重新混音、複製、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
 - (ii) 公開播放任何未經授權複製的作品。
- c. 持牌人明確承諾並保證將不會進行上述第 3b 段所列的行為。

- d. 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

- a. 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。
- b. 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

- a. 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。
- b. 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)。
- c. 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

- a. 收費表內各項規定應被視為本條文的一部分。
- b. 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。
- c. 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

- a. 持牌人須允許 HKRIA 及/或其授權代理人進入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:-
 - a. 評估持牌人所提交的各項細節是否真實準確；
 - b. 確定持牌人已妥為遵從本條文；及/或
 - c. 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

- a. HKRIA 有權在以下任何情況出現時立即終止牌照:-
 - i) 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内仍未對違反規定作出補救或付款；及/或
 - ii) 倘若持牌人並非為合併或重組而進行強制清盤或自動清盤、或與其債權人訂立債務重組協議、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。
- b. 任何一方均有權於活動日期前以書面通知對方終止牌照。
- c. 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 條所推定權所耗費之費用。

10. 不得轉讓

未經 HKRIA 事先書面同意，持牌人不得將本條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

- a. 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。
- b. 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

- a. 牌照及本條文須按香港法律解釋。
- b. 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。
- c. 本條文有中英文版本，中英文版之內容如有歧義，均以英文版本為準。