

TERMS AND CONDITIONS FOR ANNUAL LICENCE

年牌 - 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, PP(SEA)L grants to the Licensee as from the Commencement Date 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 PP(SEA)L 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 within 14 days notify PP(SEA)L in writing of any changes from time to time 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 or Date of invoice.
(c) All Licence Fee paid is non-refundable.
(d) Save as otherwise specified or provided, all Licence Fee will be adjusted annually according to the Consumer Price Index Base figure as stipulated in the applicable tariff.

The Applicable Tariff(s)

4. (a) All provisions of the applicable tariff(s) shall be deemed to be incorporated in this Agreement.
(b) PP(SEA)L 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) PP(SEA)L reserves the right to cancel the applicable tariff(s) and replace the same with new tariff(s) as PP(SEA)L shall think fit.
(d) PP(SEA)L shall give to the Licensee not less than one month's written notice of any changes under paragraphs 4(b) and (c) relating to the applicable tariff(s) and such changes and/or supersession shall be binding on the Licensee for the immediate succeeding Licence Year.

PP(SEA)L's Right of Entry

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

Term

6. This Agreement shall continue in force for a period of 1 year from the Commencement Date and thereafter renewable from year to year subject to the provisions as to Termination under paragraph 7.

Termination

7. (a) PP(SEA)L 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 PP(SEA)L 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 rights to terminate this Agreement on the Expiry Date of the current Licence Year by notice in writing provided such written notice is given to the other party one month prior to the expiration of the current Licence Year
(c) The termination of this Agreement as aforesaid shall not prejudice the right of PP(SEA)L to any then existing rights and/or claims against the Licensee and PP(SEA)L 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 PP(SEA)L shall incur including the costs of making any enquiries necessary to determine the amount of Licence Fee properly payable hereunder.

No Assignments

8. 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 PP(SEA)L.

Notices

9. (a) Unless the contrary is specified, any notice, demand, invoice from PP(SEA)L 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 PP(SEA)L 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 PP(SEA)L's premises by appointment during normal business hours to inquire whether any particular works falls within PP(SEA)L's repertoire.

Exclusions

10. (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 PP(SEA)L.

Amendment of Terms & Conditions

11. PP(SEA)L shall be entitled to alter, amend and/or add to these terms and conditions as PP(SEA)L 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

12. (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自開始日期起頒發持牌人非專屬性牌照，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、音樂錄及/或卡拉 OK 錄像製品，本公司存有會員及其商標資料以供查閱。

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，持牌人需於十四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或發票日期起十四天內全數繳付。
(c) 若此協議在協議期限內提前終止，所有已繳付之牌照費一概不獲退還。
(d) 除非另有指明或規定，否則所有牌照費每年將會根據適用之收費表訂明消費物價指數基礎數字作出調整。

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。
(d) 本公司就 4(b)及 4(c)段有關適用收費表之改變向持牌人給予不少於壹個月之書面通知，而該等改變及/或取代將在隨後之牌照年度內對持牌人員約束力。

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。

協議期限

6. 本協議自開始日期起生效一年，並可自隨後之每一牌照年度開始日期起，每次續約一年，而本段條文受下述第 7 段有關協議終止之約束。

協議終止

7. (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) 任何一方均有權以書面於一牌照年度終結日期前一個月通知對方本牌照協議於該牌照年度終結日期終止。
(c) 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

8. 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份轉讓、讓與、分讓或以其他方式出讓。

注意事項

9. (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

10. (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、複製或輯錄。
(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

11. 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

12. (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。