



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

Bars & Lounges (BAR-2019A)

TARIFF FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS

Effective 1 January 2019

1. This tariff applies to the public performance of sound recordings, solely as background music, in bars & lounges within the repertoire of HKRIA.
2. Licence Fee: HK\$280.00 per seat per annum
3. Minimum Licence Fee: HK\$7,560.00 per bar or lounge per annum
4. General Conditions
 - a) Licence Fee is payable in advance of each Licence Year for unlimited public performance of any or all sound recordings within HKRIA's repertoire at a single premises (i.e. a consecutive period of twelve calendar months commencing on the first day of a month in which the Licence incorporating this tariff is executed).
 - b) The classification of any premises under Bars & Lounges 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, Bars & Lounges (BAR-2019A), supersedes all previous editions of tariffs for Bars & Lounges and shall have effect from 1st January 2019.



HONG KONG RECORDING INDUSTRY ALLIANCE LIMITED

香港音像聯盟有限公司

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APPLICATION FOR AN ANNUAL LICENCE FOR PUBLIC PERFORMANCE OF SOUND RECORDINGS AND/OR MUSIC VIDEOS 音像版權公開播放錄音製品及/或音樂錄像製品週年牌照申請表

1. PARTICULARS OF LICENSEE 持牌人資料

Company Name 公司名稱 _____

Registered Address 註冊地址 _____

Mailing Address (if different from Registered Address) _____

郵寄地址 (如跟註冊地址不同) _____

Telephone No. 電話 _____ Fax 圖文傳真 _____ B.R. No. 商業登記証號碼 _____

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 PREMISES 店舖/場所資料

(Please use separate sheet as attachment for the second premises and onward 第二間或以上店舖/場所資料請用另頁填報)

Name of Premises 店舖/場所名稱 _____ Address 地址 _____

3. PARTICULARS OF RESPECTIVE INDUSTRY 所屬行業資料

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

- AV / Hi-Fi / Electronic & Electrical Appliances Stores 影音 / 家電店 Banks / Customers Care Centres 銀行 / 客戶服務中心 Bars / Lounges 酒吧 / 酒廊
- Chinese Restaurants 中式酒樓 Department Stores 百貨公司 Discotheque 的士高 Establishments Using Recorded Music / Video Music 場所播放錄像音樂
- Fitness Centres 健身中心 Hairdressing & Beauty Salons 髮廊 / 美容院 Members Club 會員俱樂部 Offices 辦公室
- Retail Stores 零售店 Restaurants 餐廳 Shopping Centres / Lifts Lobbies 購物商場 / 升降機大堂 Others 其他

| Effective Date of using sound recordings and/or music videos 開始使用音樂日期 | Total No. of Seats / Beds 座位數量 | Total Floor Area (sq.ft.) 總面積 (平方呎) | Total No. of Screens 螢光屏總數 | Others 其他 |
|--|-----------------------------------|--|-------------------------------|--------------|
| _____ | _____ | _____ | _____ | _____ |

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、複製、輯錄或用其他方式處理作品, 或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面所印的 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

Licence Fee Calculation Breakdown 牌照費計算

Annual Licence Fee 週年牌照費 from _____ to _____ =HK\$ _____

Other (其他) _____ from _____ to _____ () days, \$ _____ x _____ / 365 days =HK\$ _____

Total Licence Fee Payable 應付牌照費 =HK\$ _____

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 the first Licence Year is _____ and should be paid within 7 days from the Date of Acceptance, being _____. 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 _____, 其首年牌照費 HK\$ _____ 須於此日(即 _____) 起七天內全數繳付, 正式牌照將於全數繳付後發出。

Handled by _____ Date _____ Checked by _____

公開播放牌照條文

TERMS AND CONDITIONS FOR HKRIA PUBLIC PERFORMANCE LICENCES

1. Definitions

| | |
|------------------------|---|
| “Effective Date” | means the effective date of the Licence 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. |
| “Licence Year” | means (a) the period commencing on the Effective Date and expiring at the end of the day immediately before the first anniversary of the Effective Date; or (b) the period commencing on an anniversary of the Effective Date and expiring at the end of the day immediately before the next anniversary of the Effective Date. |
| “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 as from the Effective Date for the Term 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 with 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 within 14 days of such change.

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 from the date of HKRIA’s acceptance of the Licensee’s application for the Licence or the date of invoice issued to the Licensee.
- A refund of the relevant portion of the paid Licence Fee may be made to the Licensee upon the permanent closure of any Premises if the closure takes place at any time after the end of the first Licence Year. The refund shall be calculated on a pro-rata basis and an administration fee of HK\$200 for each refund (on a per Premises basis) shall be deducted from the net refund amount. The refund amount will be first used to set off any unpaid fee or charges payable by the Licensee to HKRIA before refund amount is paid to the Licensee.
- 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.
- The Applicable Tariff(s)**
 - All provisions of the applicable tariff(s) shall be deemed to be incorporated in to these Terms and Conditions.
 - HKRIA 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).
 - HKRIA reserves the right to cancel the applicable tariff(s) and replace the same with new tariff(s) as HKRIA shall think fit.
 - HKRIA shall give to the Licensee not less than one month’s written notice of any change under paragraphs 6b or 6c relating to the applicable tariff(s) and such change shall be binding on the Licensee for the immediate succeeding Licence Year.

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

- The Licence shall be granted for an initial period of one (1) year from the Effective Date and renewable thereafter from year to year subject to the provisions on Termination under paragraph 9 (“the Term”).
- For the avoidance of doubt, the grant of any renewed Licence shall be subject to the Licensee’s full payment of the Licence Fee.
- These Terms and Conditions shall continue in force throughout the Term of the Licence.

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 14 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 on the date of expiry of the current Licence Year by notice in writing, provided that such written notice is given to the other party one month prior to the expiration of the current Licence Year.
- 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

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

11. Notices

- Unless the contrary is specified, 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 the 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” 指牌照文件中所述的生效日期。
- “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》、載有牌照相關資料條款的文件。
- “牌照費” 指根據適用之收費表計算的牌照費用。
- “牌照年度” 指(a) 於生效日期開始，並於生效日期的首個周年日之前一天終結時屆滿的期間；或(b)於生效日期的某個周年日開始，並於生效日期的下一個周年日之前一天終結時屆滿的期間。
- “持牌人” 指牌照文件中所述的持牌人。
- “持牌場所” 指任何及所有由持牌人於任何時候提供予 HKRIA 有關其使用作品的細節。
- “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

- 在本條文及適用收費表的約束下，並在持牌人全數繳付牌照費後，HKRIA 自生效日期起頒發牌照予持牌人，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。
- 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、複製、輯錄或以其他方式處理作品，或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第 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補救。

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，持牌人承諾於更改後十四天內書面通知 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，持牌人須自 HKRIA 接受其牌照申請或 HKRIA 發出相關發票的日期起七天內全數繳付牌照費(不得抵銷)。
- 如持牌人於持牌場所內所進行之業務於第一個牌照年度後永久性地停止，HKRIA 可按比例發還部份已繳付之該牌照年度牌照費。HKRIA 將從發還之款項中先扣除行政費港幣 200.00(以每一個持牌場所計算)，而餘額亦將先用以抵銷持牌人未向 HKRIA 繳付之費用後始向持牌人發還。
- 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。
- HKRIA 將就第 6b 及 6c 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，而該等改變將在隨後之牌照年度對持牌人員約束力。

7. 進入權

- 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:-
 - 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

- 牌照自生效日期起一年內有效，並可自隨後之每一牌照年度開始日期起，每次續期一年，但本段受下述第 9 段有關終止之規定所約束(“有效期”)。
- 為免生疑問，任何牌照續期只會於持牌人全數繳付相關牌照費後作出並生效。
- 本條文將在牌照有效期間繼續生效。

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 以書面提出要求後十四天內仍未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。
- 任何一方均有權於一牌照年度終結一個月前以書面通知對方於該牌照年度終結日期終止牌照。
- 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，均以英文版為準。