LICENCE APPLICATION

For the Public Performance of Featured Recordings
(Music Videos and/or Karaoke)

Name of Company : _____
Address : _____
_____

Contact Telephone : _____ Fax: _____ Person: _____
Type of Business : _____

Type of Licence applied for : ***Music Videos / Karaoke ****

Name(s) and address(es) of premises where music videos and/or karaoke are to be played
(if different from above):-

_____
_____

Music Videos Application

Total number of seats in common singing hall and private rooms (as stated in Public Entertainment Licence**):-

_____

No. of television monitors/screens:-

_____

No. of hours of intended use of music videos:-

_____

Total floor area of premises:-

_____

Date of commencement of use of music videos:-
(dd/mm/yy)

_____

Dancing Facilities : Yes / No *

Karaoke Application

Total number of seats in common singing hall and private rooms (as stated in Public Entertainment Licence**):-

_____

Breakdown of total number of floors offering karaoke and no. of seats on each floor (as stated in Public Entertainment Licence):-

_____

Total number of common singing hall:-

_____

Total number of private rooms:-

_____

Total floor area of premises:-

_____

Date of commencement of offering Karaoke (dd/mm/yy):-

_____

****

TO: The Licensing Department
RECORDING INDUSTRY PERFORMANCE SINGAPORE PTE LTD
4 Leng Kee Road
#03-07 SiS Building
Singapore 159088
Tel: 62204166 Fax: 62209452

We agree to abide by the terms and conditions as attached. We recognise and acknowledge that this licence only relates to the right to cause the Karaoke/Music videos, in so far as they consist of visual images, to be seen in public. We confirm the above information is correct and agree that the information shall form the basis of the Licence issued.

(Company Stamp)

Signature : _____
Name of Signatory : _____
Designation : _____ Date: _____

* ***Delete where appropriate.***
*** ***Please attach a photocopy of the Public Entertainment Licence with this application.***

TERMS & CONDITIONS

FOR THE GRANT OF A LICENCE IN RESPECT OF THE PERFORMANCE IN PUBLIC OF MUSIC VIDEOS AND/OR KARAOKE

1. The following expressions shall have the following meanings unless the context otherwise requires, and words importing the singular number shall include the plural number and vice versa:-
   a) 'Authorised Copy' shall mean a copy of any Music Video or Karaoke comprised in the Repertoire released by the Singapore copyright owner thereof or its authorised licensee in Singapore for the specific purpose of causing of the cinematograph film therein comprised, insofar as it consists of visual images, to be seen in public upon the acquisition of a valid and subsisting licence therefor on the terms set forth herein;
   b) 'cinematograph film', 'sound recording' and 'record' and other defined terms shall have the meanings ascribed to them in the Singapore Copyright Act, Cap 63.
   c) 'Karaoke' means any karaoke visual images or cinematograph film comprised in the Repertoire and in which the copyright in Singapore is owned by and/or exclusively licensed and controlled by a Scheduled Record Company;
   d) 'Music Video' means a cinematograph film comprised in the Repertoire which has as its principal feature the performance or representation of a musical work or works or sound recording and in which cinematograph film the copyright in Singapore is owned and/or exclusively licensed and controlled by a Scheduled Record Company;
   e) 'performance' means any mode of visual presentation, whether the presentation is by the operation of exhibition of a cinematograph film or by any other means;
   f) 'Scheduled Record Company' means, at any given time, a company identified in a list maintained by RIPS for the purposes of this Licence (set forth indicatively below), which list may be amended from time to time by RIPS, and the prevailing version of which may be inspected at RIPS' office by prior appointment in accordance with this Agreement;
   g) 'Repertoire' means, at any given time, and save as excluded in accordance with this Agreement, the Music Videos and Karaoke released under then prevailing list of Labels to which this Licence extends, as may be designated or amended by RIPS from time to time in accordance with this Agreement;
   h) 'Label' means a label under which Music Videos and Karaoke comprised in the Repertoire are released by the relevant Scheduled Record Company;
   i) 'Licence' refers to the licence granted by RIPS in accordance with these Terms & Conditions, and 'Applicant' shall refer to the person or entity named as such on the front of this form seeking the Licence.
2. RIPS is authorised to negotiate and grant licences for the public performance of the Music Videos and Karaoke on behalf of the Scheduled Record Companies.
3. The fee for the grant of the Licence ("the Fee") shall be determined by RIPS in accordance with such criteria and tariffs as RIPS may from time to time prescribe, including without limitation, the type of business, total floor area, number of floors occupied, and total seating capacity of the premises to which this Licence is to apply. Applicant represents and warrants on a continuing basis that the information supplied in its application form for this Licence is true and correct throughout the term of any Licence granted, and will immediately notify RIPS in the event of any change in respect thereof. Applicant undertakes to pay to RIPS upon demand by RIPS any additional Fee due on account of such change. All Fees are due and payable by Applicant in full in advance and within fourteen (14) days from the date of RIPS' written notice therefor. Applicant shall not under any circumstances be entitled to any refund of any part of the Fee (including, without limitation, upon the termination of this Licence prior to its expiry for any reason whatsoever, the cessation of Applicant's business, relinquishment of this Licence, or the removal of any Scheduled Record Company or any Music Video or Karaoke from the Repertoire). RIPS shall have the right to charge interest for late payment at the rate of one percent (1%) per month on all outstanding amounts owing and due commencing from the date on which such amount was due. Applicant agrees and understands that its application for a licence is subject to approval by RIPS at its absolute discretion.
4. Upon receipt of by RIPS of the Fee requested by RIPS in full, RIPS shall issue the Licence to the Applicant (hereafter the "Licensee") which shall be subject to the Terms & Conditions set forth herein. The Licence shall commence on date stated as the "Date of Issue of Licence" and shall terminate on the date stated as the "Date of Expiry of Licence", both as set forth on the front of this Licence.
5. a. Subject to the due and timely performance by Licensee of all of its obligations herein, upon receipt of the Licence as issued by RIPS, Licensee shall, for the duration of the Licence but subject always to these Terms & Conditions, be granted the non-exclusive right to cause the Music Videos and/or Karaoke comprised in the Repertoire to be seen in public within the location designated on the front of this application form ("Location"), provided always that an Authorised Copy of the Music Videos and/or Karaoke is used for such exhibition. All rights comprised in the copyright to the Music Videos and/or Karaoke and/or other subject matter comprised therein and not expressly licensed hereunder are expressly reserved. In particular, Licensee undertakes that it will not reproduce, adapt, edit, remix, re-record or alter in any way including overdub the sounds or images comprised in any Music Video, Karaoke or Authorised Copy thereof. For the avoidance of doubt, this Licence does not authorise Licensee's reproduction or use or operation of any computerised entertainment system enabling rapid or on-demand retrieval and/or public performance of the Music Videos and/or Karaoke (including in particular but without limitation, any "Karaoke on Demand" systems) (all referred to collectively hereafter as "KOD Systems"), nor does it constitute the grant of any licence in connection with the doing of any act comprised in the copyright to any musical, literary or other original works embodied in the Music Videos and/or Karaoke. Licensee undertakes to inform itself of and obtain at its own cost such further or other licences necessary for the doing of any such acts in relation to the said works, or in the event Licensee wishes to operate any such system in connection with the Music Videos and/or Karaoke.
   b. It shall be a continuing condition of this Licence that the Licensee undertakes and agrees throughout the term of the Licence (i) not to engage in, authorise or permit the public performance of pirate, counterfeit or bootleg sound recordings, karaoke or music videos on the premises licensed herein (the "Licensed Premises"); (ii) not to authorise, permit or encourage the distribution and/or sale of pirate, counterfeit or bootleg sound recordings, karaoke or music videos on the Licensed Premises; (iii) not to make or to authorise, permit or encourage any other person to make any unauthorised copy of any sound recordings, karaoke or music videos on the Licensed Premises; and (iv) not to operate any KOD Systems without first having obtained suitable licences therefor. Where RIPS has a reasonable belief that any of Applicant's obligations pursuant to the Terms & Conditions have been breached, the Applicant shall permit inspection of all premises and business records and permit the taking of copies thereof, and provide assistance in any investigation.
6. RIPS may from time to time at any time and in its sole and absolute discretion by notice to Licensee exclude one or more music videos and/or karaoke from the Repertoire, and in such event, Licensee shall at its own cost immediately cease all public performance of the same. Licensee shall not in connection with any such exclusion be entitled to a refund of any part of the Fee. The full list of the Labels to which this Licence extends as well as music videos and karaoke excluded from the Repertoire at any given time shall be the respective current versions thereof as maintained by RIPS at its registered office, which lists RIPS shall have the right to amend from time to time, and may be inspected at RIPS' office upon request.
7. This Licence shall be produced on demand and Licensee shall also at all times display the Licence Label provided by RIPS prominently at the Location. This Licence is personal to Licensee and non-transferable, and may not be assigned or otherwise transferred in whole or in part to any third party. Any purported assignment or transfer of this Licence shall be void, and shall automatically terminate this Licence.
8. Notwithstanding anything in this Licence, to the maximum extent permitted by law, RIPS' liability to Licensee, if any, in connection with any loss, claim or damage arising under or in connection with this Licence or the exercise of the rights granted hereunder shall be limited, in aggregate, to a sum equivalent to the Fee actually paid by Licensee to RIPS for the current term of this Licence, provided always that RIPS shall not be liable for any loss, claim or damage Licensee may suffer in connection with any loss of data, loss of profits, loss of goodwill, loss of business or business opportunity, or indirect losses or consequential damages of any kind, regardless of the cause thereof, including but not limited to the negligence of RIPS, and even if it has been advised of the possibility of such damages.
9. RIPS shall have the right to immediately terminate this Licence by written notice upon any breach by Licensee of the terms or conditions as set out herein, or otherwise upon seven (7) days' prior written notice to Licensee.
10. Any termination of the Licence:
    i) shall be without prejudice to the rights of RIPS and/or the copyright owner which may have accrued up to the date of termination;
    ii) shall entitle RIPS to retain any monies or the Fees paid and no part thereof shall be returnable.

SCHEDULED RECORDING COMPANIES (Indicative only – the prevailing list of companies shall be that maintained at RIPS' office)

Banshee Empire Pte Ltd	Ocean Butterflies Music Pte Ltd	White Cloud Record Pte Ltd
Brocita Enterprise Pte Ltd	Rock Records (S) Pte Ltd	
EQ Music Pte Ltd	S2S Pte Ltd	
Forward Music Pte Ltd	Sony Music Entertainment Singapore (Pte) Ltd	
Funkie Monkies Productions Pte Ltd	Suwah Records Pte Ltd	
HIM International Music Pte Ltd	Universal Music Pte Ltd	
Life Record Industries (Pte) Ltd	Warner Music Singapore Pte Ltd	

11. This Licence is governed by Singapore law. A person or entity which is not a party to the Licence shall have no right under the Contracts (Rights of Third Parties) Act to Cap 53B to enforce any provisions of this Agreement.