LICENCE APPLICATION

Reproduction of Sound Recordings as
Background Music for Wedding Videography or Photo Montage

Name of Licensee : _____

Address : _____

_____

Contact Telephone : _____

Fax : _____

Contact Person : _____

Type of Business : _____

Type of Licence applied for: ☐ Category A

(please tick applicable category – refer to Tariffs description of categories and applicable licence fees) ☐ Category B

Name(s) and address(es) of premises where videocassette tape or VCD or DVD containing sound recordings for wedding videography or photo montage will be reproduced.

_____

_____

Date of commencement of reproduction of sound recordings as background music into cassette tape or or VCD or DVD for wedding videography or photo montage.

_____

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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 confirm we have read the licence terms and conditions for the reproduction of sound recordings for wedding videography or photo montage and agree to abide by the same.

(Company Stamp)

Signature : _____

Name of Signatory : _____

Designation : _____ Date: _____

LICENCE AGREEMENT FOR USE OF SOUND RECORDINGS AS BACKGROUND MUSIC IN WEDDING VIDEOGRAPHY (the "Agreement")

1. The following expressions shall have the meanings stated below unless the context otherwise requires, and words importing the singular number shall include the plural number and vice versa:-
   a) 'Applicant' means the person named as such seeking the licence herein;
   b) 'Commissioning Party' means the party or parties commissioning the making of a Qualifying Wedding Videograph in connection with their wedding;
   c) 'Label' means a label under which the Sound Recordings comprised in the Repertoire are released by the relevant Scheduled Record Company;
   d) 'Licence' refers to the licence granted by RIPS in accordance with this Agreement
   e) 'Licensee' shall have the meaning ascribed to it in Clause 3;
   f) 'Qualifying Wedding Videograph' means a cinematographic film made in Singapore solely for private, domestic and non-commercial purposes and comprising only footage of the wedding ceremony of the Commissioning Parties and events relating thereto and stored in a Videogram, to be distributed only to such Commissioning Parties in such format;
   g) 'Repertoire' means those sound recordings the copyright in which is owned by or exclusively licensed to the Scheduled Record Companies in Singapore, as may be designated or amended by RIPS from time to time in accordance with this Agreement, and excluding any soundtrack associated with a cinematographic film or music video to the extent that such soundtrack is only designed to be played in synchronisation with that film or music video;
   h) '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;
   i) 'Sound Recording' means a sound recording which at the time of the exercise of the rights granted hereunder is comprised in the Repertoire, and the copyright in which is owned by or exclusively licensed to a Scheduled Record Company;
   j) 'Videogram' means a copy of a cinematographic film in video-cassette, VCD or DVD video format, or computer-readable video file format stored on physical media (including photo montages with Sound Recordings incorporated as part of the soundtrack thereof).

   Terms defined in the Copyright Act, Cap 63 (Singapore) shall bear the same meaning as under the said Act, unless otherwise stated herein.
2. Applications for the Licence herein must be made on RIPS' prescribed form duly completed and signed, and accompanied by the licence fee ("Fee") as shall be determined by RIPS in accordance with such criteria and tariffs as RIPS may from time to time prescribe. 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 Sound Recordings 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.
3. Upon receipt of by RIPS of the licence application and Fee in full and upon approval of the application, RIPS shall issue the Licence to the Applicant (hereafter the "Licensee") which shall be subject to the terms of this Agreement. 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.
4. a. Subject to the due and timely performance by Licensee of all of its obligations herein, and to the terms of this Agreement, upon receipt of the Licence as issued by RIPS, Licensee shall, for the duration of the Licence, be granted a non-exclusive, non-transferable, non-sub licensable licence to reproduce, only within Singapore, the Sound Recordings comprised in the Repertoire as background music to accompany Qualifying Wedding Videographs, PROVIDED ALWAYS that the Licensee at all times during the term of such licence has acquired and owns a licensed record containing an authorised reproduction of each of the Sound Recordings so used.
   b. All rights comprised in the copyright to the Sound Recordings and/or other subject matter comprised therein and not expressly licensed hereunder are expressly reserved. In particular, this Licence does not extend to: (i) use of Sound Recordings for distribution to any persons other than the Commissioning Parties, (ii) communication of the Sound Recordings in any manner, including without limitation, any form of streaming or remote delivery of the Sound Recordings, whether over the Internet or through any other means wired or wireless or whether now known or hereafter invented; (iii) reproduction and/or use of record album covers, photographs or artwork related to any Sound Recordings; (iv) the doing of any act comprised in the copyright to any musical, literary or other original work or other subject matter comprised in any of the Sound Recordings; (v) use of any trade marks, names, words, marks, signs, emblems, devices, symbols or other identification owned by or relating to RIPS and/or the Record Companies; (vi) any other rights comprised in the copyright to the Sound Recordings; (vii) use of the Sound Recordings in or in connection with any subscription, interactive or on-demand services or related applications; (viii) the use of any Sound Recordings or part thereof in any advertisements, promotional materials, trailers, and/or sponsored programming; (ix) performance in public of the Sound Recordings or causing the same to be heard in public; (x) the grant of any rights or licences in relation to the rights of any performer and/or any underlying rights in the musical composition and lyrics incorporated in the Sound Recordings (and in respect of which Licensee may be required at their own cost to obtain further and other licences); and (xi) use of any other sound recordings other than the Sound Recordings.
   c. The Licensee further warrants, represents and undertakes that it shall (i) ensure that all use of Sound Recordings in Qualifying Wedding Videographs will be of sufficient technical standard so that the quality of the original Sound Recording is reasonably preserved; (ii) not mix, remix, segue, edit, change or otherwise manipulate the sounds of any Sound Recording -; (iii) comply with RIPS' guidelines which may be issued in future for devices holding copies of Sound Recordings and in particular as to the security of such copies; and (iv) not do or authorise the doing of any act or thing which would infringe the copyright in the Sound Recordings. The Licensee acknowledges and agrees that RIPS may require as a condition of the Licensee's exercise of the rights granted pursuant to this Licence that any Sound Recordings used and each Qualifying Wedding Videograph incorporates digital rights management or other copy protection technologies, which Licensee will implement at its own cost.
   d. The Licensee shall (i) not commit any act which deliberately encourages or induces taping or recording or re-recording of any Sound Recording; (ii) use any Sound Recording in such a way as may be taken to imply that any goods, products or services other than the Sound Recording are endorsed advertised or associated with the Sound Recording or any artiste whose performance is contained in the Sound Recording or any other party who owns rights in connection with the Sound Recording; (iii) incorporate any advertising or promotional material in any Qualifying Wedding Videograph in connection with which any Sound Recordings are used pursuant to this Licence; (iv) use any Sound Recording as any form of product endorsement; or as a signature tune for promotional spots for events; or as a trade mark or brand; (v) distribute, sell, hire, loan, issue to the public or otherwise dispose of or exploit Sound Recordings otherwise than in accordance with this Licence; (vi) download copies of Sound Recordings from unauthorised websites or from unlicensed peer-to-peer networks.
   e. The Licensee shall at its own cost: (i) exercise proper discretion in the choice and use of the Sound Recordings so as not to denigrate the artistic integrity of any copyright works or any performance embodied on any Sound Recording nor to subject any copyright works or performance embodied on any Sound Recording to derogatory treatment; (ii) maintain as part of any Sound Recording any coding incorporated on that Sound Recording which is intended to identify the Sound Recording or prevent or discourage its unlawful copying; (iii) indemnify and keep indemnified RIPS against any action, claim, costs, damages losses or expenses incurred by reason of any breach or non-observance of any of the terms of this Agreement; (iv) inform RIPS of any breach of RIPS' rights or the rights of the Record Companies in the Repertoire or other illegal activities concerning the rights of RIPS or the Record Companies in the Repertoire which comes to the notice of the Licensee; and (v) inform itself of and obtain any licence required by any musical performing rights societies or other owner of any right in any works (including any musical score and/or lyrics or other words associated therewith) incorporated in the Sound Recording necessary for the exercise of the rights granted under the Licence.
   f. Nothing in this Agreement shall affect or prejudice the rights or remedies of RIPS or the Scheduled Record Companies under the Singapore Copyright Act, Cap 63 for any infringement of copyright in respect of the Sound Recordings in connection with any use of the Sound Recordings in breach of the terms of this Agreement.
5. RIPS may from time to time at any time and in its sole and absolute discretion by notice to Licensee exclude one or more Sound Recordings from the Repertoire or the repertoire of any Scheduled Record Company, and in such event, the Licensee shall at its own cost immediately cease all use of the same on being notified by RIPS.. Licensee shall not in connection with any such exclusion be entitled to a refund of any part of the Fee. The full list of Labels to which this Licence extends and the list of sound recordings excluded from the Repertoire shall the 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.
6. The Licensee agrees to maintain complete and accurate records of all matters pertaining to the use of any Sound Recordings comprised in the Repertoire in any Qualifying Wedding Videograph. On or before the 1st day of March following the end of each calendar year (or, in the event the Licence is terminated before the end of the calendar year, within two (2) months of the date of termination), Licensee shall provide to RIPS a statement setting out the entire list of Sound Recordings used during that calendar year, together with the following information for each Sound Recording in the form prescribed by RIPS from time to time: (a) the title of the Sound Recording;(b) the artiste/artistes or group; (c) the Label upon which the Sound Recording is issued; (d) the ISRC number; (e) the frequency of use (f) particulars of the Qualifying Wedding Videograph; and such other information as RIPS may designate. RIPS and/or its duly authorised agents shall be entitled, upon prior notice and during reasonable business hours, to enter into the Licensee's premises to inspect, make extracts and take copies of such books and records (including such records stored in a computer system) for the purpose of verifying Licensee's reports and/or compliance with the terms of this Agreement. Such inspection may be made notwithstanding the termination of this Agreement. Licensee shall provide all assistance necessary to RIPS and/or its duly authorised agents to access the records referred to hereunder (including information protected by encryption or passwords).
7. This Licence must be produced by Licensee upon demand. 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. 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.
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 reputation, 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. 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.
10. 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.

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

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