

FORM 29**Deadline:
9 July 2022****HKTDC Food Expo 2022
香港貿發局美食博覽2022****11-15 / 8 / 2022****Return to :**
Phonographic Performance
(South East Asia) Ltd
Unit A, 18/F, Tower A
Billion Centre, 1 Wang Kwong Road,
Kowloon Bay, Hong Kong
Tel : (852) 2861 4318
Fax: (852) 2866 6869**Others****PPSEAL**
香港音像版權有限公司
A subsidiary of BPI Hong Kong Group**PHONOGRAPHIC PERFORMANCE (SOUTH EAST ASIA) L^T**
香港音像版權有限公司**APPLICATION FOR SINGLE EVENT PERMIT****單一事項牌照申請表**FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS, MUSIC VIDEOS AND/OR KARAOKE
公開播放錄音製品、音樂錄像及/或卡拉OK錄像製品**PARTICULARS OF APPLICANT ("LICENSEE") 申請人 ("持牌人") 資料**Company Name 公司名稱: _____ Bus, Reg. No. 商業登記號碼: _____
Address 地址: _____ Tel No. 電話: _____
Fax No. 傳真: _____**PARTICULARS OF SINGLE EVENTS (Details of Events where sound recordings, music videos and /or karaoke videos are used)
節目資料 (播放錄音製品、音樂錄像及/或卡拉OK錄像製品之節目詳細資料)**

Title of Event 節目名稱	Nature of Event 節目性質	Location 地點
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Date of Event DDMMYY 舉行日期 日日/月月/年年	Time of Events 舉行時間	Total No. of Hours 舉行小時	Number of Days *N 舉行日數 *N
1. ____/____/____	____:____ To ____:____	____	____
2. ____/____/____	____:____ To ____:____	____	____
3. ____/____/____	____:____ To ____:____	____	____

* For public performance of music videos and/or karaoke videos,
用作播放音樂錄像及/或卡拉OK錄像

We / I declare that the information given above is true and accurate in each and every respect. We / I have read and understand the conditions stated and accept the responsibility (if any) attached hereto and confirm our / my agreement to and acceptance of the same.

Signature of Applicant & Company Chop 申請人簽名及公司印章	Name of Signatory 申請人姓名	Position of Signatory 申請人職位	Date of Application 申請日期
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ACCEPTANCE 接受申請

We PP(SEA)L confirm acceptance of the above application. The Licensee falls within Tariff _____ and Fee HK\$ _____ and should be paid in full within 14 days of the date hereof or at least 2 days before the Date when the License will be issued upon receipt of full payment.

本公司確認接受閣下/貴公司以上申請，持牌人所付之牌照費屬於收費表 _____，其節目之牌照費 HK\$ _____ 起十四天內或不少於節目舉行前兩天全數繳付，正式牌照將於全數繳付後發出。

FOR OFFICE USE ONLY 本公司填寫Handled by _____ CPI(B) _____ Ref. No _____ Checked By _____
Parent Code _____ Premises Code _____

Grant of Licence

1. Subject to the terms and conditions contained herein, PP(SEA)L grants to the Licensee on the Date of Event 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 IPFI (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 at least 7 days before the Date of Event notify PP(SEA)L in writing of any changes 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 and in any event at least 2 days before the Date of Event.
(c) PP(SEA)L may at any time in its sole discretion make any revisions, modifications, variations, amendments, obstructions, additions and/or other changes to any of the provisions of the applicable tariff(s).
(d) 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.

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 during the Event for the purpose of checking the particulars on which any Licence Fee payable hereunder is to be assessed.

Termination

6. (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 notified in writing by PP(SEA)L to do so and/or
(b) 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

7. 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

8. (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.

9. (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

10. 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

11. (a) This Agreement shall be interpreted and construed in accordance with the Laws of Hong Kong.

本牌照協議中文本內容，如與英文本有歧異

頒發牌照

1. 本公司按此協議所述條款及條件於播放日允許所述持牌人於持牌場所作公開播放或由國際唱片業協會(香港會)會員擁有或代之錄音製品、音樂錄像及/或卡拉OK錄製品資料以供查閱。

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。
(b)如有任何細節上之改變，持牌人需於指稱時通知本公司。

繳付牌照費

收費表列例

4. (a)收費表之各項規定應被視為已合併於本協議。
(b)本公司有權在任何時間對收費表內任何增訂及/或其他改變。
(c)本公司保留取消所用之收費表並代之以新收費表之權利。

進入權

5. 本公司之正式授權代理人有權在任何合理時間查閱本協議所規定用以評估應付牌照費之資料。

協議終止

6. (a)若發生下列任何事件，本公司有權立即終止此協議：
(i)倘若持牌人違犯本牌照協議之任何規定，包括但不限於：任何部份資產，或因欠債、或破產、或類似行動。
(b)本協議因上述情況而終止時並不損害本公司權利及/或索償權，本公司並有權收取因及/或任何法律訴訟費用，其他開支或與牌照費而進行調查所耗之費用。

不可轉讓

7. 未經本公司事先書面同意，持牌人不得將部份轉讓、讓與、分讓或以其他方式出售。

注意事項

8. (a)除另有不同規定外，本公司向持牌人發給之牌照應按本協議所示之持牌人地址或按本公司所指定之郵寄方式平郵寄出，即被認為正式送達。

不包括在本協議之權利

9. (a)此牌照協議並不授權持牌人作任何可能侵犯或卡拉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、錄像製品進行複製、重新混音、複製或轉錄。
(c)此牌照協議並不允許持牌人使用未經授權或卡拉OK錄像製品。
(d)此牌照協議明確地不包括非本公司管理之卡拉OK錄像製品。

修訂條文

10. 本公司有權可絕對自行酌情認為適合而對其及/或增添而無須事先通知持牌人，而經更改之牌照對持牌人有效及有約束力。

For tariff rates, please refer to http://www.ppseal.com/en/licence_app/tariffs/rate_single_event_permit/index.html
公開播放單一事項牌照，請參考：
http://www.ppseal.com/tc/licence_app/tariffs/rate_single_event_permit/index.html