

FORM 11	HKTDC Hong Kong Electronics Fair	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 IFPI Hong Kong Group
	(Spring Edition) 2024			
Deadline: 7 Mar 2024	香港貿發局香港春季電子產品展2024			
	13-16/4/2024			

Common Tariff Rate For Public Performance Single Event Permit (Effective 15th April, 2022)

Tariff Code	Title	Description	Unit Rate (HK\$)	Minimum Rate (HK\$)
T-2	Show Businesses	not exceed 3 consecutive days	660 per hour	4,050 per day
		more than 3 consecutive days but not exceed 10 consecutive days	550 per hour	4,050 per day
		more than 10 consecutive days but not exceed 3 consecutive months	410 per hour	4,050 per day
		exceed 3 consecutive months	820 per day	
T-3	Fashion Show Businesses		8,000 per show	
Y	Concert / Singing Performance	ticket sold	1% of ticket sold	15,400 per day
		OR expenditure	2.5% of expenditure	15,400 per day
Others	For more details, please contact us.			

REMARKS:

All the above tariff rates are effective from 15th April, 2022 and the CPI(B) base is 101.4 (December 2021);

All tariff rates are adjusted according to Consumer Price Index (B) ["CPI(B)"]

For more details, please contact us at 2861 4318 or 2861 4328.

常用公開播放單一事項收費 (二零二二年四月十五日生效)

收費表 類別	描述	單價 (HK\$)	最低收費 (HK\$)
T-2 展覽會/表演	展覽/表演不超過3個連續日	每小時 660	每日 4,050
	展覽/表演超過3個連續日但不超過10個連續日	每小時 550	每日 4,050
	展覽/表演超過10個連續日但不超過3個連續月	每小時 410	每日 4,050
	展覽/表演超過3個連續月	每日 820	
T-3 時裝表演		每場表演 8,000	
Y 音樂會/唱歌表演	門票收入	門票收入 1%	每日 15,400
	或 免費節目	節目支出 2.5%	每日 15,400
其他	有關詳情，請與我們聯絡。		

注意:

以上收費均於二零二二年四月十五日生效，以101.4 (二零二一年十二月之乙類消費物價指數)計算及按乙類消費物價指數作出調整。

如需詳情，請電 2861 4318 或 2861 4328 與我們聯絡。

以上內容若與英文本有差異，以英文本為準。

Phonographic Performance (South East Asia) Ltd.

Unit A, 18/F., Tower A, Billion Centre, No. 1 Wang Kwong Road, Kowloon Bay, Kowloon 九龍灣宏光道1號億京中心A座18樓A室
Tel: (852) 2861 4318 / 2861 4328 Fax: (852) 2866 6869 Email: main@ppseal.com Website: www.ppseal.com

TERMS AND CONDITIONS

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, PPSEAL 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 IFPI (HK Group) member and over which PPSEAL 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 PPSEAL 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) All Licence Fee paid is non-refundable.

The Applicable Tariff(s)

4. (a) All provisions of the applicable tariff(s) shall be deemed to be incorporated in this Agreement.
(b) PPSEAL 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) PPSEAL reserves the right to cancel the applicable tariff(s) and replace the same with new tariff(s) as PPSEAL shall think fit.

PPSEAL's Right of Entry

5. PPSEAL, 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) PPSEAL 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 PPSEAL 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) The termination of this Agreement as aforesaid shall not prejudice the right of PPSEAL to any then existing rights and/or claims against the Licensee and PPSEAL 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 PPSEAL 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 PPSEAL.

Notices

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

Exclusions

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 PPSEAL.

Amendment of Terms & Conditions

10. PPSEAL shall be entitled to alter, amend and/or add to these terms and conditions as PPSEAL 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.
(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於播放日頒發持牌人一非專屬性牌照，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、音樂錄像及/或卡拉OK錄像製品，本公司存有會員及其製品資料以供查閱。

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2. (a) 持牌人保證申請表內所填寫各項細節均屬真實準確。
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(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起十四天內或不論任何情況下最少於播放日期前兩天全數繳付。
(c) 所有已繳付之牌照費一概不獲退還。

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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。

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。

協議終止

6. (a) 若發生下列任何事件，本公司有權立即終止牌照協議：
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(b) 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。

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注意事項

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不包括在本協議之權利

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11. (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。