



Public Performance Of Featured Recordings (Karaoke)

Type of Licence applied for:

(please tick against the checkbox corresponding to the applicable category – refer to Tariffs description of categories and applicable licence fees in the Terms and Conditions enclosed herewith)

Category A Category B Category C Category D Category E Category F Category G

Commencement Date (DD/MM/YY) _____

Details of Licensee

Company Name _____ ACRA No _____

Address _____

Contact Number / Fax _____ Email _____

Contact Person Designation _____ Mobile _____

Name(s) and address (es) of premises where karaoke videos are to be played

*(*if different from address stated above)*

Total capacity (as stated in Public Entertainment Licence and/or SCDF Occupancy Load *) _____

Breakdown of total floors offering karaoke _____

Total no. of private room(s) _____

Total no. of common singing hall room(s) _____

** Please enclose a photocopy of the PELU and/or SCDF Occupancy Load to this licence application*

To: **MUSIC RIGHTS (SINGAPORE) PUBLIC LIMITED**

UEN: 201824573H

The Licensing Department

4 Leng Kee Road #03-06/07 SiS Building Singapore 159088

Tel: 6475 1181 Fax: 6475 1310

We agree to abide by the Terms and Conditions.

We confirm the above information is correct and agree that the information shall form the basis of the Licence issued.

Name: _____

Signature: _____

Designation: _____

Company Stamp : _____

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 MRSS for the purposes of this Licence (set forth indicatively below), which list may be amended from time to time by MRSS, and the prevailing version of which may be inspected at MRSS' 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 MRSS 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 MRSS 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. MRSS 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 MRSS in accordance with such criteria and tariffs as MRSS 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 MRSS in the event of any change in respect thereof. Applicant undertakes to pay to MRSS upon demand by MRSS 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 MRSS' written notice thereof. 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). MRSS 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 MRSS at its absolute discretion.
4. Upon receipt of by MRSS of the Fee requested by MRSS in full, MRSS 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 MRSS, 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 pirated, 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 MRSS 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. MRSS 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 MRSS at its registered office, which lists MRSS shall have the right to amend from time to time, and may be inspected at MRSS' office upon request.
7. This Licence shall be produced on demand and Licensee shall also at all times display the Licence Label provided by MRSS 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, MRSS' 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 MRSS for the current term of this Licence, provided always that MRSS 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 MRSS, and even if it has been advised of the possibility of such damages.
9. MRSS 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 MRSS and/or the copyright owner which may have accrued up to the date of termination;
 - ii) shall entitle MRSS to retain any monies or the Fees paid and no part thereof shall be returnable.
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.

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

Amusic Creative Team Pte Ltd	Funkie Monkeys Production Pte Ltd	Royal Entertainment (S) Pte Ltd
Banshee Empire Pte Ltd	HIM International Music Pte Ltd	Rock Records (S) Pte Ltd
Brocitra Enterprise Pte Ltd	Hype Records Private Limited	Sony Music Entertainment Singapore (Pte) Ltd
Cross Ratio Entertainment Pte Ltd	KRU Singapore Pte Ltd	Suwah Records Pte Ltd
EQ Music & Media Pte Ltd	Life Record Industries Pte Ltd	Universal Music Pte Ltd
Evolution Singapore Pte Ltd	Nelumbo Records LLP	Warner Music Singapore Pte Ltd
Forward Music Pte Ltd	Ocean Butterflies Music Pte Ltd	White Cloud Record Private Limited
Wise Entertainment Pte Ltd		

TARIFFS FOR THE PUBLIC PERFORMANCE OF FEATURED RECORDINGS (KARAOKE)
(wef 1st Jan 2019)

Category A	
Karaoke Operators such as KTV karaoke lounge and night club that provide karaoke:	
Seating Capacity	Rate (per location per annum)
39 and below	S\$ 4,000
40 – 49	S\$ 5,000
50 – 59	S\$ 5,500
60 – 69	S\$ 6,200
70 – 79	S\$ 6,700
80 – 89	S\$ 7,000
90 – 99	S\$ 7,300
100 – 109	S\$ 7,500
110 – 119	S\$ 7,700
120 – 129	S\$ 7,900
130 – 139	S\$ 8,100
140 – 149	S\$ 8,300
150 and above	S\$ 8,500
Category B	
Karaoke Operators such as bars, pubs and lounges with 3 rooms and below	
S\$ 3,990 (per location per annum)	
Category C	
Karaoke facilities under Government Statutory Board / Community Club operated by 3rd Party / Staff Recreation Clubs :	
1 – 60	S\$ 1,990
61 – 120	S\$ 3,360
121 and above	S\$ 4,140
Category D	
Karaoke facilities operated by Restaurants	
S\$ 990 (per location per annum)	
Category E	
Karaoke facilities operated by Community Clubs and Residents Committee:	
1 – 60	S\$ 420
61 – 120	S\$ 840
121 and above	S\$ 1,260
Category F	
Karaoke facilities seating capacity of 3 operated in a kiosk	
S\$ 500 (per location per annum)	
Category G (Ad-Hoc)	
S\$ 50 (per day / per event) , S\$ 150 (per week) , S\$ 1,500 (per annum)	

In the event that the Licence Term is less than one (1) calendar year (ie. 3, 6 or 9 months), the Licence Fee payable shall be pro-rated accordingly to the Licence Fee computed on a per annum basis, unless otherwise specified by MRSS.

Notes:

1. MRSS shall have the sole discretion of determining which category an establishment falls into.
2. Capacity is taken to be the approved occupant load according to the Public Entertainment Licence and/or Occupancy Load from SCDF
3. Licensee shall not under any circumstances be entitled to any refund of any part of the Licence Fee, nor shall Licensee, upon the termination of this Agreement or the cessation of Licensee's business or the relinquishment of this Licence, be entitled to transfer the Licence to any third party, whether in whole or in part.
4. The applicable Licence Fees are subject to revision from time to time by MRSS upon written notice and shall, unless otherwise stated, apply in respect of any Renewal Term.
5. Tariffs are payable in advance unless otherwise stated.
6. All tariffs are subject to GST at the applicable rate.