



**APPLICATION FOR COPYRIGHT MUSIC PERMIT
 [STANDARD TARIFF "LP" (SINGAPORE)]**

Particulars				
Name of Organiser / Management				
Address				
Contact number		UEN Number		
Email address				
Particulars of Event				
Name of Event				
Event Highlights (Attach copy of event programmes if available)				
Date(s) of Event				
Duration of each Show				
Place of Event				
Maximum Capacity of Premises where Event takes place				
Admission Charges (Please tick where appropriate)		Yes	<input type="checkbox"/>	No <input type="checkbox"/>
Price of Tickets				
Schedule of Shows (Kindly attach separate schedule if space is insufficient)				
Date	Showtimes			
Total Number of Shows:				
Breakdown of Admission Prices & Allotment of Tickets (Kindly attach separate schedule if space is insufficient)				
Admission Price	No. of Tickets Allotted Per Show			
Total Allotment of Tickets (Complimentary Inclusive)		Tickets Per Show		
Gross Value of Total Receipts (\$)		Per Show		

I / We understand and shall comply with and abide by the requirements, terms and conditions of the STANDARD TARIFF "LP" (SINGAPORE) ("Standard Tariff") and undertake hereby to pay to the Composers & Authors Society of Singapore Limited ("COMPASS") the royalty fees due in respect of this application by the stipulated due dates.

By submitting this Application, the terms and conditions both in this Application and in the Standard Tariff shall hereby collectively form a legal, binding and valid agreement (“**Agreement**”) between the abovementioned Organiser/ Management and Society.

I, the signatory of this Application, represents, warrants and covenants that I have the full right and authority to enter into this Agreement on behalf of the abovementioned Organiser/ Management. Society and the abovementioned Organiser/ Management are referred to herein each as a “**Party**” and collectively as the “**Parties**”.

The abovementioned Organiser/ Management, further accepts and agrees to the following terms and conditions:

- (i) The abovementioned Organiser/ Management acknowledges and confirms that the performance(s) in the abovementioned Event would necessarily involve the use of copyright music under Society’s repertoire and therefore by this application seeks to obtain a permit from Society for performance of musical works in the public for the Event;
- (ii) Neither the submission of this Application nor the formation of this Agreement automatically grants any permit for performance of musical works in the public for the Event. A permit will only be issued in writing by Society after the abovementioned Organiser/ Management fulfils of the applicable terms and conditions including payment of the applicable permit fees;
- (iii) The abovementioned Organiser/ Management has been notified of the option of referring the Standard Tariff reference to the Copyright Tribunal for review should there be a disagreement with the reasonableness of the tariff scheme. Therefore, unless the abovementioned Organiser/ Management refers the Standard Tariff to the Copyright Tribunal for review before submitting this application, the abovementioned Organiser/ Management is deemed to agree with and accept that the terms and conditions of this Agreement including Standard Tariff are reasonable;
- (iv) The abovementioned Organiser/ Management has been notified that Singapore copyright laws require a person to own the copyright or have the licence of the copyright owner before performing copyright musical works in public or communicating musical works to the public, or otherwise the use of copyright musical works will constitute copyright infringement which may lead to civil and/or criminal liability;
- (v) The abovementioned Organiser/ Management shall not use any copyright music belonging to Society’s Repertoire unless the abovementioned Organiser/ Management has obtained a permit from Society;
- (vi) All the information provided or to be provided to Society for the purposes of calculating the amount of royalty fees due to Society are true, complete and accurate;
- (vii) The abovementioned Organiser/ Management represents, warrants and covenants that: (a) it is duly organized and validly existing under the laws of the jurisdiction of its organization, and has all requisite power and authority to execute, deliver, and perform this Agreement; and (b) it will comply with all applicable laws, regulations, orders and other requirements of any governmental authority related to its performance of this Agreement;
- (viii) Society may provide written notice to the abovementioned Organiser/ Management that another tariff scheme instead of the Standard Tariff applies to the Event. In such an event, this Agreement shall be deemed terminated and all permit fees for the Event paid to Society shall be counted towards the permit fees for the Event under such other tariff scheme;
- (ix) Society may terminate this Agreement with immediate effect if: (a) the abovementioned Organiser/ Management fails to make payment of the permit fees within the stipulated due date; or (b) the abovementioned Organiser/ Management fails to provide true, complete and accurate information to Society for the purposes of calculating the amount of royalty fees due to Society. In the event termination occurs according to (a) or (b) above, any permit fees paid to Society shall not be refunded to the abovementioned Organiser/ Management and the permit fees that have accrued remain payable to Society;
- (x) The abovementioned Organiser/ Management agrees to fully indemnify and hold Society harmless against all liabilities, damages, losses, costs, fees and legal costs incurred from any claims or legal proceedings commenced by Society directly or indirectly arising out of and/or in any way connected with and/or in relation to use of copyright music belonging to Society’s Repertoire at the abovementioned Event;
- (xi) Save for the permit granted under this Agreement, the abovementioned Organiser/ Management shall be responsible for obtaining all necessary approvals, exemptions and licences under all applicable laws, regulations or otherwise if necessary for the performance(s) in the Event;
- (xii) Any applicable rule requiring the construction of this Agreement or any provision hereof against the Party drafting this Agreement shall not apply;
- (xiii) The rights and obligations of the abovementioned Organiser/ Management under this Agreement are personal and cannot be assigned, sublicensed, changed or otherwise dealt with;
- (xiv) A failure by Society to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times;
- (xv) This Agreement constitutes the entire agreement and understanding between the Parties in relation to the application for a permit to be granted by Society to the abovementioned Organiser/ Management for the Event and embodies all the terms and conditions agreed upon between the Parties as to the subject matter and shall supersede and cancel all prior agreements and/or arrangements with respect to the subject matter, whether such be written or oral;
- (xvi) No variation or amendment to this Agreement shall bind the Society hereto unless made in writing and agreed to by Society hereto;
- (xvii) If any provision in this Agreement is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the

affected provision, and the legality, validity and enforceability of such provision in any such jurisdiction shall be unaffected;

- (xviii) Nothing in this Agreement shall be deemed to constitute a joint venture, partnership, fiduciary relationship or employment between the Parties and neither Party shall hold itself out as the agent for the other except as expressly provided herein.
- (xix) The rights and remedies provided by this Agreement are cumulative and exclusive of all other rights and remedies (whether provided by law or otherwise);
- (xx) A person who is not a Party to this Agreement shall have no right under the Contract (Rights of Third Parties) Act 2001 of the Republic of Singapore to enforce any of the terms of this Agreement;
- (xxi) This Agreement shall be governed by and construed in accordance with the laws in force in Singapore and the Parties hereby agree to submit to the exclusive jurisdiction of the Singapore Courts, as regards any claim or matter arising out of or connected to this Agreement (including any dispute as to the validity of the Agreement), save that the Parties agree that any dispute as to the Standard Tariff (including the application of and/or reasonableness of the Standard Tariff) shall be referred to and finally determined by the Copyright Tribunal.

Full Name		Signature
Designation		
Company Name		
Company UEN		Company Stamp
Date of Application		

STANDARD TARIFF “LP” (SINGAPORE)

1. SCOPE OF TARIFF

This STANDARD TARIFF “LP” (SINGAPORE) (“**Standard Tariff**”) applies to musical entertainments consisting entirely or almost entirely of copyright light of “popular” music performed, where a charge is made for admission, in any place not otherwise covered by an appropriate tariff. It specifically applies to concerts or recitals of such music. This tariff does not apply to entertainments involving variety show, revue or pantomime or serious or classical music nor to online, digital, live-streamed or pre-recorded entertainments. Notwithstanding the above, this tariff also applies to music entertainments where both tickets with admission charges and complimentary tickets are issued.

2. DEFINITIONS

Under this Standard Tariff, “**copyright music**” means all copyright music and all copyright words or lyrics set to music; “**entertainment**” refers to an event which can comprise of one or multiple shows; “**gross receipts**” means all monies paid or payable in respect of admission charges in connection with any entertainment to which this tariff applies, less Entertainment Tax or any other government tax or imposition of a like nature for the time being in force; “**light or popular music**” means all copyright music and all copyright words or lyrics set to music and includes what is called ‘classical jazz’ but does not include what is usually known as ‘classical’ or serious music; “**money holding capacity**” means, in respect of each entertainment, the aggregate of the amounts that would be charged for admission for every seat at the premises at which the entertainment takes place assuming every ticket was sold, less Entertainment Tax or any other government tax or imposition of a like nature for the time being in force. “**Society**” means the Composers and Authors Society of Singapore Limited.

3. APPLICATION FOR AND SCOPE OF PERMITS

- 3.1 An Applicant for a permit under this Standard Tariff shall ensure Society receives the appropriate Application form no later than fourteen (14) days before the commencement of the entertainment and give the Society such information as may be required to enable it to decide whether this Standard Tariff is appropriate. The Society reserves the full right to decide the appropriate tariff scheme for each entertainment and to amend the terms and conditions of the permit for each entertainment from time to time. Society may at its sole discretion classify a series of shows as being part of different entertainments.
- 3.2 A permit issued under this Standard Tariff shall be to the Applicant and is on a non-exclusive, non-transferable and non-sublicensable basis, shall be for the duration of the entertainment sought for and shall cease to be in force immediately when the entertainment ends. The grant of rights for a permit issued under this Standard Tariff shall be on a blanket basis and will only entitle the permit holder to perform works within the Society’s repertoire of copyright music in the public. Such a permit shall not entitle the permit holder to communicate musical works to the public.
- 3.3 Society shall not issue any permits under this Standard Tariff prior to receiving: (i) the completed and signed Application form; and (ii) payment of the full initial permit fee. No permit shall be granted or be deemed to be granted unless evidenced by written confirmation from the Society.

4. THE SOCIETY’S CHARGE

- 4.1 The Society’s charge for a permit under this Standard Tariff is as follows:
 - (a) For tickets where a charge is made for admission, the Society’s charge is, subject to a minimum charge of S\$150.00 in respect of each show, two and a half per centum (2.5%) of the gross receipts from the entertainment covered by the permit.
 - (b) For complimentary tickets (i.e. tickets which bear no printed value, have charges but are waived or otherwise resulting in no charge being actually made for admission), each complimentary ticket issued shall be subject to a royalty charge based on two and a half per centum (2.5%) of the lowest full (undiscounted) commercial (“**Lowest Category**”) ticket price. However, the Society shall grant a goodwill concession for the number of complimentary tickets for each show where such number of complimentary tickets does not exceed 10% of the tickets sold for that show provided that the Applicant has shown good compliance with copyright requirements, e.g. where the Applicant and/or its related entities do not have outstanding permit fees, licence fees, programme details and/or ticket sales reports owed to Society.
 - (c) The Lowest Category ticket price means the lowest printed ticket value among all the ticket price categories of that entertainment covered by the permit, subject to (i) the Lowest Category being allotted at least 5% out of the total number of printed tickets made available for general public sales for that show; and (ii) should the Lowest Category not be allotted at least 5% out of the total number of printed tickets made available for general public sales for that show, the Lowest Category shall be based on the next lowest ticket price category of that show covered by the permit or the minimum of \$45.00 per ticket, whichever is the higher.
 - (d) For avoidance of doubt, a ticket issued or sold for a show is still considered so even if the ticket holder does not attend or attends only part of the show.

5. MANNER OF PAYMENT

- 5.1 The charges under this Standard Tariff shall be paid in the following manner:
 - (a) Not later than three (3) days before each entertainment takes place, the Applicant shall pay the Society the Initial Permit Fee equal to 0.5% of 75% of the money holding capacity, or such sum as the Society shall deem fit and reasonable in the circumstances. In the event where (i) the Applicant or its related businesses has overdue

- permit fees, licence fees, programme details and/or sales reports owed to Society; or (ii) the Applicant is based overseas, the Initial Permit Fee shall be 2.5% of 100% of the money holding capacity.
- (b) Not later than 14 days after the entertainment takes place, the Applicant shall submit to the Society a certified Statement of Accounts or Ticket Sales Reports for the entertainment as provided by each and every Performance Venue or by each and every applicable ticketing agency (e.g. SISTIC or TicketCharge) with a breakdown by each show, showing the number of tickets sold under each ticket price category as well as the total number of complimentary tickets issued, including reports of any other sums or proceeds of sale that are derived or received from all ticketing sources.
 - (c) Society shall calculate the Remaining Permit Fee being the total permit fees due based on the certified Statement of Accounts or Ticket Sales Reports less the Initial Permit Fee. Society shall send the Applicant an invoice for the Remaining Permit Fee and Applicant shall make full payment of the Remaining Permit Fee within 14 days of receipt of the invoice and in any event no later than 28 days after the entertainment takes place. If the Initial Permit Fee is more than the total permit fees due, Society shall refund the excess to the Applicant.
- 5.2 All permit fees are subject to late payment interest of ten per centum (10%) per annum calculated commencing from 28 days after the first day of the entertainment, without prejudice to any claims by Society against Applicant for past unlicensed usage of musical works. Where the Applicant fails to obtain a permit prior to the entertainment, the Society reserves the right to further levy an administrative charge between S\$250 and S\$750 for operational costs incurred in processing the case.

6. CHECKING THE PARTICULARS

- 6.1 For the purpose of checking the particulars and assessing the charges under the permit issued or to be issued, (i) the Society, by its auditor or representative, shall have the right of free entry to the place of performance on the occasion of each entertainment or show; and (ii) the Applicant shall make available to the auditor or such representative of the Society all necessary records and books of accounts within fourteen (14) days of Society's request, which request shall be no earlier than 14 days after the entertainment takes place; and
- 6.2 At any time within six (6) years after a particular entertainment, an independent, third-party certified accountant (the "**Audit Accountant**") on behalf of Society, who is not then conducting an audit of Applicant, may examine Applicant's books and records at Applicant's offices solely for the purposes of verifying the accuracy of the Statement of Accounts or Ticket Sales Reports Financial Reports (or lack thereof) rendered by Applicant to Society. Such books and records may be examined as aforesaid upon at least twenty-eight (28) days' prior written notice to Applicant. Applicant shall participate in the audit process in good faith and provide reasonable assistance and cooperation. The Audit Accountant shall issue the audit report to Society and Applicant simultaneously. Society and Applicant shall both have the right to disclose and/or use the audit report in Court and before the Copyright Tribunal. In the event that the audit is performed for an entertainment which Applicant had failed to provide the requisite certified Statement of Accounts or Ticket Sales Reports within fourteen (14) days after the entertainment took place, or if the audit report establishes that the amounts payable under this Tariff Scheme were understated by more than five per cent (5%), Applicant shall bear the full amount of costs and expenses incurred for the audit. Applicant is to pay Society any understated permit fees based on the audit report within fourteen (14) days from the date of issuance of the audit report. The late interest payment and administrative charge as stated in Clause 5.2 above shall still be applicable. The audit is cumulative and exclusive of all other rights and remedies (whether provided by law or otherwise) of Society.

7. PROGRAMME DETAILS

Applicants under this Standard tariff will be required to send to the Society fourteen (14) days after each entertainment, on the Society's prescribed form, particulars of all musical works performed at each entertainment including but not limited to the title of the musical work, composer name, author name and original artiste/ performer.

8. INDEMNITY

The Composers & Authors Society of Singapore Ltd hereby unconditionally and irrevocably agrees upon the grant of a permit under this Standard Tariff "LP" Scheme to indemnify and save harmless the permit holder, its officers, employees, agents and servants from, against and in respect of any and all claims, demands, actions, suits, liability, losses, damages, costs and expenses of whatever nature including reasonable legal fees on a solicitor and client basis, that may be, brought, or incurred against them or any of them, PROVIDED ALWAYS that (i) this indemnity will only extend to and cover claims, demands, actions, suits and liability commenced by third parties against the permit holder in respect of copyright infringement of third parties' musical works and similar or related matters arising out of the performance(s) to which the permit relates ("**Third-Party Legal Proceeding**"); (ii) the permit holder had fully adhered to the terms and conditions of the permit for the performance(s); (iii) the permit holder promptly notifies Society of the Third-Party Legal Proceeding and cooperating reasonably with Society to resolve the Third-Party Legal Proceeding; (iv) the permit holder tenders sole control of the indemnified portion of the Third-Party Legal Proceeding to Society, subject to the following: (a) the permit holder may appoint its own non-controlling counsel, at its own expense; and (b) any settlement requiring the permit holder to admit liability, pay money, or take (or refrain from taking) any action, will require the permit holder's prior written consent which is not to be unreasonably withheld or delayed; (v) the permit holder does not first settle, obtain or enter into an agreement to obtain a licence from a third party for use of musical works before seeking indemnification from Society for amounts payable for such a licence; and (vi) nothing contained in this section limits the rights of Society to bring a claim against permit holder to enforce the terms, conditions, warranties, representations and/or limitations prescribed in the permit or related agreement.