

Licence No: \_\_\_\_\_

# Public Performance Licence

This is to certify that

M/s. \_\_\_\_\_

of \_\_\_\_\_

*is duly authorised to perform all copyrighted music (sound recording)  
exclusively controlled by*

**Recorded Music Performance Limited**

(Copyright Society established u/s 33(iii) of the Copyright Act 1957 vide Registration No. CS/03/SOUND RECORDING/18 dated June 18, 2021  
registered with DPIIT, Ministry of Commerce and Industry, Govt. of India.)

**From** \_\_\_\_\_ **Up to** \_\_\_\_\_

**Recorded Music Performance Limited**



**Authorised Signatory**

## TERMS & CONDITIONS

### A. DEFINITIONS

- "The Act" Copyright Act, 1957, (Amendment) Act, 2012.
- "Sound Recording" means a recording of sounds from which such sounds may be produced regardless of the medium on which such recording is the method by which the sounds are produced.
- "communication to Public" means making any work or performance available for being seen or heard or otherwise enjoyed by the public directly or by any means of display or diffusion other than by issuing physical copies of it, whether simultaneously or at places and times chosen individually, regardless of whether any member of the public actually sees, hears or otherwise enjoys the work or performance so made available.
- "Broadcast" means communication to the public-(i) by any means of wireless diffusion, whether in any one or more of the forms of signs, sounds or visual images; or (ii) by wire, and includes a re-broadcast;
- "Infringing Copy" in case of sound recording means in relation to a sound recording, any other recording embodying the same sound recording, made by any means;
- "Exclusive Licence" means a licence which confers on the licensee or on the licensee and persons authorised by him, to the exclusion of all other persons(including the owner of the copyright) any right comprised in the copyright in a work, and "exclusive licensee" shall be construed accordingly;
- "Licence Fee". The Fee payable for the interest in the rights granted. All fees payable in advance.
- "Licence Period" is as stated on the front side; Licence automatically expires on stated date, without further notice. Licence agrees not to perform songs after the expiry date. In case of renewal, the start date will be as per the records of RMPL
- "Background Licence"-A Licence applicable for usages of sound recording for a specific period of time for the premises holder for their regular usages.
- "Event Licence"-A licence being taken for organising some activity involving music with specific crowd capacity and hour of usage in a particular day.

### B. GRANT OF LICENCE

Subject to the provisions of this Licence, RMPL, Copyright Society for Sound Recording hereby grants to the Licence a non-exclusive limited Licence to publicly perform at the licenced premises, the sound recording(s) RMPL controlled and has the rights to grant a Public Performance Licence during the given term.

### C. PAYMENT OF LICENCE FEE

In consideration of the Licence granted by RMPL to Licensee, the Licensee shall pay to RMPL Licence fee as mentioned in the tariff, prior to the usage. Applicable taxes will be charged additionally. Payment is to be made by DD, Cheque or NEFT/RTGS payable in Mumbai.

### D. CONDITIONS

- The Licensee agrees that he has not made payment of Licence fees for the Acts that does not come under purview of exemption of infringement of Copyright as per section 52 of the Copyright Act 1957.
- Make or authorize or permit any third person to make any recording of any Copyrighted Music included in the Licence.
- Authorize or permit any other person to include the Licenced Copyrighted Music in any manner in any service.
- Perform the sound recordings in such a manner as to imply any endorsement or association with any service, brand or product by the artist or derogation to the artist or sentiment of any group.
- Mix, remix, edit, change or otherwise manipulate the sound of any Copyrighted Music so that the sounds transmitted are different from those on the original Copyrighted Music. Use any Copyrighted Music in any internet or any internet distribution or any cable programme (other than as a matter of statutory entitlement or pursuant to this Licence) or as a re-transmission by cable or DTH c satellite dish.
- Commit any act which deliberately encourages or includes taping or recording or re-recording.
- Include the sound recordings in any broadcast or internet transmission.

### E. RESERVATION OF RIGHTS

All rights which are owned or controlled by RMPL and which have not been specifically granted to the Licensee hereunder are hereby expressly reserved. Nothing in this document shall be construed as entitling the Licensee to perform anything other than legitimately sourced sound recordings. Licensee's own terms & conditions put forward or proposed or mooted by him at the time of application, do not form part of this License and have no binding on RMPL. No waiver by RMPL of a breach shall be deemed to be waiver of any other breach. This Licence does not constitute any joint venture or partnership between RMPL and Licensee.

### F. TERMINATION

RMPL being a Copyright Society shall have the right at any time during the continuance of this Licence to terminate the Licence forthwith by written notice to the Licensee, if the Licensee commits or permits to be committed any breach or breaches of any of the terms (whether or not conditions) of this Licence (including non-payment) and the Licensee shall not have remedies such breach (insofar as it is capable of remedy) within 21 (twenty one) days of being notified of the same. Termination of the Licence howsoever occasioned shall not affect the rights of RMPL pursuant to the provisions mentioned herein and/or under Law. Licensee is not entitled for refund of any part of the Licence fee already paid.

G. A background Licence is not valid for any Event (eg. DJ parties, promotions, fashion shows, etc.) Conducted in the premises of a banquet hall, shopping mall, Discotheque, Ball-room, shop etc. for which a separate Event Licence must be obtained.

### H. RESORTS & HOTELS

For Restaurant/Discotheque/Gaming areas/Lounge Bar/Health Club/Spa and for any event a separate Licence needs to be obtained.

### I. APPLICABLE LAW

This Licence is issued u/s 33 of the Copyright ACT. All rights and obligations hereunder shall be construed and interpreted in accordance with the laws of India, the Courts of which shall be the sole and exclusive courts of competent jurisdiction and the parties voluntarily and irrevocably submit to the exclusive jurisdiction of the High Court in Mumbai, in all matters concerning this licence.