

# **THE INDIAN PERFORMING RIGHT SOCIETY LIMITED**

## **GENERAL TERMS AND CONDITIONS APPLICABLE TO TARIFFS AND LICENSES**

- 1.** All the users of the music (Whether Live and / or Recorded Music) should pay the license fees as per the category of the tariffs.
- 2.** All the Annual royalty/License fees or minimum annual royalty/license fee (as applicable) should be paid in advance or within the stipulated time mentioned in the tariff i.e. within a month or as mentioned in the Agreement.
- 3.** All Licenses granted shall be executed by / on behalf of IPRS and the license so granted shall be subject to the terms contained therein and shall be deemed to be accepted by the licensee.
- 4.** If the Annual royalty/License fees are not paid within the stipulated period, then an 18% Interest and 18% Penalty will be charged together with the Actual License fees. If a scheduled event is cancelled due to unavoidable circumstances, the license fees paid will be either adjusted against the license fee for a subsequent event OR refunded in full after deduction of direct and indirect taxes, if any incurred.
- 5.** Non-compliant Licensees seeking to resolve and regularize past or existing infringement, violation, or breach(s) of the Society's rights and licenses or license terms (including but not limited to failure to adhere to agreement(s) terms, unauthorized use, or vexatious litigation) may be subject to a higher royalty rate [(i.e., existing tariff plus a minimum of 50% of the existing tariff ("additional fee/royalty"))], at the Society's discretion. The additional fee/royalty quantum may be assessed by the Society in its sole discretion depending on the nature and/or extent and/or duration and/or egregious nature of the (past or existing) infringement, violation, or breach(s) of the Society's rights and licenses or license terms as being higher than 50% of the existing tariff.
- 6.** Royalty/License fee rate shall be adjusted to reflect the increase, if any, in the general price level (inflation), as measured by the Consumer Price Index. Such adjustment in royalty/license fee rate can be yearly or cumulative over a period of time.
- 7.** All Royalties/License Fee are exclusive of all applicable GST /taxes/levies.
- 8.** While licensing any Premises, the extent of audibility of Music being played / performed is material. In other words, even if music is being played in a section of the premises, but it is in such a manner that the same can be heard in other sections of the premises as well, the entire area has to be considered for calculation of the Royalty/License Fees payable.
- 9.** Floor Area / Square Feet of the Premises means the Wall to Wall Area / Carpet Area of the Premises. Light & Heavy Vehicles shall have the same meaning as assigned by the R.T.O. Authorities.
- 10.** Two passes should be provided for the inspection while applying for a License / Permit for

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- 11.** All the Licenses issued/granted by the Society (IPRS) are for “Performing and or Mechanical Right(s)” (as applicable) of the Musical Works and/or associated Literary Works of its members only.
  - 12.** “Performing Right (s)” means and includes the “Performance” and or the Right of Performing the “Musical and Literary Work” or Communicating the “Musical and Literary Work” to the Public or in Public, broadcasting by any mode or medium of exploitation/ utilization including but not limited to all forms of television, radio, mobile communications, Internet communications/service and any form or mode of wire or wireless diffusion / transmission and causing to be transmitted to users or subscribers of a diffusion service in all parts of the territory, by any means and in any manner whatsoever, including making the Work available to the Public of all Musical and Literary Works or parts thereof and such words and parts thereof (if any) as are associated therewith including (without prejudice to the generality of the expression “Musical & Literary Works), the vocal and instrumental music recorded in Cinematograph film(s)/Sound Recording(s), the words and/or music of monologues having musical introduction, and/or accompaniment, and the musical accompaniment of non- musical plays, dramatic-musical works including operas, operetta’s, musical plays, revues or pantomimes and ballets, videos, plays, serials, documentaries, dramas, commentaries etc. accompanied by musical & literary work and the right of authorizing any of the said Acts.
  - 13.** Licensee must provide Music usage reports/logs/set-list of the works utilized. Failure to provide timely and accurate music usage report/logs/set-lists shall be considered a breach of the license terms.
  - 14.** Licensing based on Tariffs- INTB, INTR, KOD, MRT, MTN and CF, for its Sound Recording/Cinematograph Film including bundled services will be based upon the prevailing content pool shared for that services with the owner of the film and or sound recording with minimum annual royalty/license fees
  - 15.** Authors Statutory Royalty: IPRS collects the Authors Statutory Royalty (i.e. the equal share of royalties attributable to the lyricists and / or music composers who are members of IPRS) including for works where the Owner Publisher is not a member, to the extent the composer and/or author is a member.
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