

GENERAL TERMS AND CONDITIONS APPLICABLE TO TARIFFS AND LICENCES

1. All the users of the music (Whether Live and / or Recorded Music) should pay the licence fees as per the category of the tariffs.
2. All the Annual Licence fees 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 Licences granted shall be executed by / on behalf of IPRS and the licence so granted shall be subject to the terms contained therein and shall be deemed to be accepted by the licensee.
4. If the Annual licence fees are not paid within the stipulated period, then an 18% Interest and 18% Penalty will be charged together with the Actual Licence fees.
5. With regard to Non-Compliant Licensees who seek to regularise past infringements / violations / breach of Society's rights and licenses (including non-compliance with agreements, usage without license, vexatious litigation, etc.), a penalty of 30% over the existing tariff shall be applied at the discretion of Society.
6. Royalty 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 rate can be yearly or cumulative over a period of time.
7. All Royalties 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 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 the LP Tariff.
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. The end user price adopted will be after taking into consideration followings:-
 - Streaming services: The App store will get deduction of a maximum of 20% of EUP.
 - Telecom companies: The monthly content charges paid by Telecom Company or the monthly recurring charges as decided based on the end user pricing structure to the consumers.
14. Licensing based on Tariffs- INTB, INTL, INTR, 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. Licensee must provide Music usage reports/logs of the works utilized.