

**APPLICATION FOR PHOTOCOPYING LICENCE****Licensee Details - To be completed by Licensee**

Name of Licensee: \_\_\_\_\_  
 (Copy of Business Registration and/or Certificate of Incorporation is attached for verification purpose)

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Department: \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Please fill in either COLUMN A or COLUMN B.

Any capitalized terms not herein defined, shall have the meaning given to that term in the Terms and Conditions attached hereto.

**COLUMN A**

I/We wish to apply for a licence from The Hong Kong Copyright Licensing Association Limited (“HKCLA”) to allow me/us to Photocopy from the Current Issues of publications that I/we have ticked in the list below (“Selected Publications” and “Selected Publication” shall mean each and any of them) according to the Terms and Conditions. I/We have read through and accepted all the Terms and Conditions.

<b>Publications</b>		<b>Fees per User Permit (HK\$)</b>	<b>Number of User Permit</b>
<b><u>All the publications named on this list</u></b>	<input type="checkbox"/>	<b>\$2,272</b>	_____
Caz Buyer 車買家	<input type="checkbox"/>	\$135	_____
Eastweek 東周刊	<input type="checkbox"/>	\$260	_____
Economic Digest 經濟一週	<input type="checkbox"/>	\$445	_____
Hong Kong Economic Journal Monthly 信報財經月刊	<input type="checkbox"/>	\$310	_____
JET	<input type="checkbox"/>	\$135	_____
Job Market 求職廣場	<input type="checkbox"/>	\$135	_____
Ming Pao Monthly 明報月刊	<input type="checkbox"/>	\$50	_____
Ming Pao Weekly 明報周刊	<input type="checkbox"/>	\$280	_____
Property Browser 超級睇樓王	<input type="checkbox"/>	\$135	_____
Property Times 置業家居	<input type="checkbox"/>	\$210	_____
Yazhou Zhoukan 亞洲週刊	<input type="checkbox"/>	\$177	_____

Except Hong Kong Economic Journal Monthly, the above publications also cover all complimentary magazines and periodicals and other publication distributed together with the respective publications but exclude the Excluded Works referred to in the Terms and Conditions.

Please fill in the required information and tick the appropriate boxes.

- The term is for the period 15 November 2024 to 14 November 2025 (“**Term**”). The total license fee payable for the Term shall be HK\$\_\_\_\_\_. I/We choose to pay on the following basis:
- equal monthly instalments, i.e. HK\$\_\_\_\_\_ per month. I/We agree to pay three instalments in advance at the beginning of the Term and each renewal term upon receipt of HKCLA’s invoice, and the remaining instalments on a monthly basis upon receipt of HKCLA’s invoices; OR
- one lump sum in advance, and I/we agree to pay such fee upon receipt of HKCLA’s invoice(s).

**COLUMN B**

- I/We wish to apply for a Photocopying Licence from HKCLA. I/We meet the requirements that (a) there are no more than 50 Officers (as defined in the Terms & Conditions) in my/our organization; **and** (b) no more than 100 Articles from all the Current Issues of the publications that I/we have ticked in the list below (“**Selected Publications**” and “**Selected Publication**” shall mean each and any of them) will be copied each month; **and** (c) no more than 5 User Permits of any Selected Publications are required. I/We choose to pay a flat rate of **HK\$1,565 per year** as licence fees for photocopying from the Selected Publications for the current year. I/We understand that the said fee shall be paid in one lump sum upon receipt of HKCLA’s invoice.

**Publications**

**All the publications named on this list**

- |   |                          |
|---|--------------------------|
| Caz Buyer 車買家                             | <input type="checkbox"/> |
| Eastweek 東周刊                              | <input type="checkbox"/> |
| Economic Digest 經濟一週                      | <input type="checkbox"/> |
| Hong Kong Economic Journal Monthly 信報財經月刊 | <input type="checkbox"/> |
| JET                                       | <input type="checkbox"/> |
| Job Market 求職廣場                           | <input type="checkbox"/> |
| Ming Pao Monthly 明報月刊                     | <input type="checkbox"/> |
| Ming Pao Weekly 明報周刊                      | <input type="checkbox"/> |
| Property Browser 超級睇樓王                    | <input type="checkbox"/> |
| Property Times 置業家居                       | <input type="checkbox"/> |
| Yazhou Zhoukan 亞洲週刊                       | <input type="checkbox"/> |

Except Hong Kong Economic Journal Monthly, the above publications also cover all complimentary magazines and periodicals and other publication distributed together with the respective publications but exclude the Excluded Works referred to in the Terms and Conditions.

I/We understand that if I/we cease to meet any of the above requirements, this Column B will cease to be applicable to me/us and HKCLA reserves the right to revise the licence fees payable with effect from the date of the said cessation.

Signed by or on behalf of the Licensee: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_ Position: \_\_\_\_\_

*(Please apply the Company Chop, if applicable)*

**CONFIRMATION OF GRANT - TO BE COMPLETED BY HKCLA**

On the Terms and Conditions set out in the Application for Photocopying Licence dated \_\_\_\_\_ made by \_\_\_\_\_ as Licensee, HKCLA hereby confirms its grant to the Licensee this licence with the following number of User Permit(s) for each of the Selected Publications:

<b>Publications</b>		<b>Number of User Permit</b>
<b><u>All the publications named on this list</u></b>	<input type="checkbox"/>	_____
Caz Buyer 車買家	<input type="checkbox"/>	_____
Eastweek 東周刊	<input type="checkbox"/>	_____
Economic Digest 經濟一週	<input type="checkbox"/>	_____
Hong Kong Economic Journal Monthly 信報財經月刊	<input type="checkbox"/>	_____
JET	<input type="checkbox"/>	_____
Job Market 求職廣場	<input type="checkbox"/>	_____
Ming Pao Monthly 明報月刊	<input type="checkbox"/>	_____
Ming Pao Weekly 明報周刊	<input type="checkbox"/>	_____
Property Browser 超級睇樓王	<input type="checkbox"/>	_____
Property Times 置業家居	<input type="checkbox"/>	_____
Yazhou Zhoukan 亞洲週刊	<input type="checkbox"/>	_____

The Commencement Date is \_\_\_\_\_.

Any capitalized term not herein defined, shall have the meaning given to that term in the Terms and Conditions attached hereto.

Our reference number for this Licence is \_\_\_\_\_. Please quote this reference number in any correspondence to us.

\_\_\_\_\_  
The Hong Kong Copyright Licensing Association Limited  
Date:

## **Terms and Conditions of this Licence**

### **Definitions:**

- “Article”** means a piece of written work which contains a heading and a body in one or more than one passage, with or without sub-headings, figures, tables, photographs, pictures, drawings, illustrations or other materials forming part thereof, all concerning a theme described by the heading. The whole or any part(s) of an Article from any one of the Selected Publications shall be counted as an Article. **“Articles”** is the plural form of an **“Article”** and shall be construed accordingly.
- “Current Issues”** mean those issues which are published during the Term of this Licence.
- “Excluded Works”** means works, syndicated comics, columns, wire news stories, photographs, and graphics originated or reproduced from works of other publishers or news agencies, or works created, written or produced by non-employee contributors, writers, or photographers who hold the copyright for the works, including but not limited to any specific exclusions that HKCLA may inform the Licensee from time to time. For Hong Kong Economic Journal Monthly, translated works, all supplements and publications that are distributed as parts of such Publication will also be excluded.
- “Internal Reference”** has the meaning ascribed to it in Clause 2.
- “Limited Amount”** means 100 pieces of Articles within one month per Selected Publication.
- “Officer”** has the meaning ascribed to it in Clause 2.
- “Photocopy”** means “(i) make photocopies of Articles from the Selected Publications on to paper, and (ii) transmit conventionally images of Articles from the Selected Publications telephonically in facsimile form, up to Limited Amount”. Any reference to **“Photocopy”** as a noun or to **“Photocopies”** as a plural form of **“Photocopy”** shall be construed accordingly.
- “Terms and Conditions”** means these terms and conditions.
- “Territory”** means Hong Kong Special Administrative Region of the People’s Republic of China.
- “this Licence”** means this Photocopying Licence.
- “User Permit”** has the meaning ascribed to it in Clause 7.

1. By this Licence, HKCLA permits the Licensee to Photocopy all for the Licensee's Internal Reference only and within the Territory only, save and except for the Excluded Works.
2. For the purpose of this Licence, "**Internal Reference**" means perusal and study by himself or herself if the Licensee is an individual or any employee, officer and director (in case the Licensee is a corporation or organization with separate legal entity) or any employee, officer and partner (in case the Licensee is a partnership) who holds a User Permit (each one of such individual natural person is referred to as an "**Officer**" herein and "**Officers**" shall be construed accordingly) and as restricted by all the details specified in the "Application For Photocopying Licence" submitted by the Licensee for this Licence and subject to any further restriction that HKCLA may see fit to impose.
3. This Licence is **non-exclusive, non-transferable, and non-sublicensable**.
4. Without prejudice to Clause 19, the Licensee undertakes with HKCLA not to keep in the possession, power, custody or control of the Licensee and ensures all Officers not to keep in possession, power, custody or control of the Officers any Photocopies for more than SIX (6) months (any longer period has to be applied by the Licensee to HKCLA under separate licences subject to the sole discretion of HKCLA) after the date when such photocopy is made and shall either shred, deface or destroy all such photocopies so as to render their contents illegible or unusable by any party. In the event of the Licensee becoming aware of any non-compliance by any Officers, the Licensee shall forthwith destroy all Photocopies and immediately cease providing Photocopies to such Officers.
5. HKCLA grants no rights to the Licensee other than the rights expressly granted by this Licence and the Licensee undertakes with HKCLA that it will not make any photocopy from the Selected Publications other than as is permitted by this Licence.
6. The Licensee undertakes not to make any alteration to any photocopy from the Selected Publications other than alterations to size as reasonably necessary, nor save reproduce the whole or part of any of the Selected Publications nor shall it authorize any Officers to do the same.
7. The Licensee warrants that it has applied for the appropriate and sufficient number of "**User Permit**". For the purposes of this Licence, each "**User Permit**" will permit one single person or the Licensee himself or herself if the Licensee is an individual to Photocopy, read, receive, and keep Photocopies on and subject to the Terms and Conditions. Each User Permit only covers one single person for whom it was issued or granted and shall only be transferred to a single successor to his/her position upon such person's departure from the Licensee or such position. Photocopies from the Selected Publications being displayed on notice board or other public area or put in general circulation or otherwise made available generally within any premises of the Licensee shall be regarded as being distributed to all Officer(s) of the Licensee.
8. The Licensee further undertakes not to supply Photocopies to any Officer or allow any Officer to Photocopy unless on terms, among others, that the photocopies so supplied or photocopied are to be used for Internal Reference purposes only and shall not be reproduced or distributed to any other person other than any Officers. The Licensee

shall, and shall direct and procure all of the Officers to, comply with the limitations and prohibitions set out in this Licence.

9. The Licensee shall forthwith destroy, shred or deface from any medium any and all of the Photocopies which may be stored there, upon notice from HKCLA that the copyright holder or the publisher believes that the Article infringes copyright or is or may be defamatory, obscene or otherwise unlawful. For the avoidance of doubt, the Licensee shall have no claim in whatsoever nature against HKCLA for depriving the Licensee and/or the Officers of scanning, printing, reading, receiving, keeping and accessing such Article.
10. In exercising its rights under this Licence, the Licensee shall be responsible for complying with all applicable laws of any kind including (without limitation) moral rights, data protection, the obtaining of any consents which may be required from any person, firm or company (other than those consents relating solely to copyright and/or database right), privacy or personality rights of any kind, defamation or obscenity.
11. In consideration of the grant of this Licence, the Licensee shall pay to HKCLA such licence fees as may be determined by HKCLA with reference to the Selected Publications, the number of User Permit applied for, the limitation on the photocopies to be made and HKCLA's tariff then in force, for the period from the Commencement Date to 14 November 2025 and thereafter every renewed term. For the period from the Commencement Date to 14 November 2025, the tariff is as set out in this Licence unless HKCLA otherwise notifies the Licensee. The Licensee may, subject to the payment of additional licence fees, increase the number of User Permit in respect of any Selected Publications and/or select any additional publications in respect of which HKCLA has the right to grant this Licence as Selected Publications by at least 14 days' written notice to HKCLA.
12. The Licensee agrees that if the publisher(s) had ceased to issue printed version but only published online or digital version of the Selected Publication(s) during the Term, the Licence shall continue during the Term without any refund of licence fee or compensation.
13. The Licensee warrants to HKCLA the accuracy of the information given in the Application For Photocopying Licence, and undertakes that it will promptly notify HKCLA of any changes to such information and will within 14 days following the request of HKCLA, supply HKCLA in writing all such information reasonably required to establish such fees as may be due from time to time under this Licence and any other information reasonably required by HKCLA for the proper administration of its licensing schemes.
14. The Licensee shall on or before the Commencement Date and thereafter upon receipt of any invoices issued by HKCLA pay to HKCLA the licence fees due as specified under the invoice(s). If the Licensee fails to make payment before the last payment date set out in any invoice, HKCLA shall, without prejudice to HKCLA's other rights and remedies, be entitled to terminate this Licence immediately without notice. No refund of any licence fees already paid shall be made to the Licensee.

15. This Licence shall be in effect from the Commencement Date to 14 November 2025 and shall automatically renew thereafter for successive periods of one year each, unless HKCLA terminates the Licence earlier or the Licensee gives notice of non-renewal to HKCLA at least thirty (30) days prior to any such renewal date provided however that it shall be a condition to the commencement of any renewed term that the Licensee shall have:-
  - (a) paid to HKCLA all sums (if any) due to HKCLA under the previous term;
  - (b) notified HKCLA of any changes in the information required in the Application For Photocopying Licence and any other information requested by HKCLA at least 15 days prior to the first day of such renewed term; and
  - (c) fully complied with all the other terms of this Licence.
16. If HKCLA's authority to grant this Licence in respect of all of the Selected Publications is terminated, this Licence shall be regarded wholly terminated at the end of the remainder of the current term and shall not be automatically renewed thereafter and in case termination of HKCLA's authority relates to part of the Selected Publications, this Licence shall remain in full force and effect in relation to the rest of the Selected Publications unless any circumstances for termination shall arise.
17. This Licence may also be terminated by HKCLA:-
  - (a) by notice to the Licensee with immediate effect if:
    - i. the Licensee commits any breach of any term of this Licence which breach in the view of HKCLA is a serious breach;
    - ii. the Licensee makes any assignment for the benefit of creditors, files a petition under the insolvency laws of any jurisdiction, has appointed a trustee or receiver for its property or business or is adjudicated bankrupt or insolvent;
  - (b) by notice to the Licensee if the Licensee commits any breach of any term of this Licence which breach is in the view of HKCLA capable of being remedied but has not been remedied within 10 days from the date of a written notice by HKCLA requiring that the same be remedied; or
  - (c) by giving at least 60 days' written notice to the Licensee.
18. Termination of this Licence shall be without prejudice to any other rights or remedies of either party hereunder or at law and shall not affect any accrued rights or liabilities of either party.
19. Upon the expiration of this Licence or termination of this Licence for whatever reason, all licences and rights granted under this Licence shall be cease, the Licensee is not entitled to keep or use any Photocopies in the possession, power, custody or control of the Licensee or any of it's the Officer(s). All Photocopies shall be destroyed, shredded or defaced or upon request of HKCLA delivered up to HKCLA forthwith. If required by HKCLA, the Licensee shall certify in writing that it has complied with the aforesaid.



Failure to comply with this will render the Licensee and the relevant Officer liable for copyright infringement.

20. No failure or delay on the part of any of the parties to exercise any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by such party of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
21. HKCLA reserves the right to assign this Licence or any of its rights or obligations hereunder to any person by written notice to the Licensee.
22. This Licence shall be governed by and construed in accordance with the law of the Hong Kong Special Administrative Region of the People's Republic of China and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.