



INDIAN SINGERS' RIGHTS ASSOCIATION

818, 8th Floor, Crystal Paradise, next to Janki Centre Link Road, Andheri (W), Mumbai - 400 053.
Phone : +91 22 40104666 / 40123666 • Email : info@isracopyright.com • www.isracopyright.com

Tariff No. 18 – Restaurants, Bars, Lunch Homes, Coffee Shops, Dining Rooms, Lounges, Cafes, Office Canteens, Eating Houses and all such Premises of such nature

Scope :

This Tariff is applicable to the utilization/exploitation/commercial usage of Performers Performances by way of background for general entertainment within Restaurants, Bars, Lunch Homes, Coffee Shops, Dining Rooms, Lounges, Cafes, Office Canteens, Eating House and all such Premises of such nature by Audio and/or Audio Visual means through any Medium or any mechanical or electronic device or through Wi-Fi, including through radio, television, Tablet form screen, record/CD/tape players and digital music service either for staff members, patrons, customers or general public.

Royalty Rates :

The Royalty shall be calculated based on the **Price of the Least Priced Drink on the Menu Card of the Unit per day**, subject to a minimum of Rs. 7,300/- pa

Eg. If the Least Priced Drink is “Mineral Water” at Rs. 20/- the Royalty payable shall be Rs. 7,300/- pa (Rs. 20 x 365) = Rs. 7,300/- + GST and applicable taxes.

General Conditions :

1. The earlier Tariff stands effective for all Royalties falling due between the period 21st June, 2012 to 31st December, 2020.
2. This Tariff comes into force from 1st January, 2021 and applies to all Royalties falling due on or after 1st January, 2021 till 13th June, 2023 unless amended earlier.
3. The User needs to submit their Menu card to prove the Least Price Drink figure. This needs to be done at the beginning of every year. Royalty needs to be paid at the latest Price on the Menu card. Any new Drink introduced during the year at a lesser price will not be considered for that year once the Royalty is paid. If the said declared Drink is discontinued then the price of the next Drink shall apply and the User would need to pay the additional pro-rata balance, if any.
4. Royalty shall be paid in advance on the rate of Drink that prevails at the beginning of the agreement period. In case of annual renewal, the Royalty due shall be paid 15 days before the start of the period of clearance/agreement. At the end of the 12 month period, the User shall declare and submit the new Price together with the payment of Royalty. Interest of 21% pa shall be levied for any late payments.
5. All Royalties are exclusive of all VAT/GST/Taxes/Levies.
6. Non-Compliant Licensees who seek to regularize past infringements / violations / breach of Society's rights and licenses (including non-compliance with agreements, usage without clearance, vexatious litigations, etc.), a penalty of 50% over the existing Tariff shall be applied at the discretion of Society.
7. The User needs to submit the Playlist utilized during the year to ISRA within 30 days of the end of the period of the Agreement. This is a material condition which must be fulfilled by the User.
8. This Tariff shall always be governed by Section 33A of the Copyright Act, 1957 read with Rule 56 of the Copyright Rules 1958 as amended in 2012 and as amended from time to time thereafter.

