

## EXHIBITIONS, BAZAARS & TRADE FAIRS

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Licensing Enquires [licensing@cott.org.tt](mailto:licensing@cott.org.tt) | [www.cott.org.tt](http://www.cott.org.tt)

### BACKGROUND MUSIC IN EXHIBITIONS, BAZAARS & TRADE FAIRS

Attendees at bazaars, exhibitions and/or trade shows are often surrounded by music. Music can be heard at stalls, booths or playing in the background as you enter the grounds. Using background music at an exhibition not only elevates the mood of your guests but it can also set the tone for the displays being presented.

A COTT licence ensures that you can legally use our extensive repertoire to enhance the time spent at your event. By obtaining our licence you are ensuring that the creators behind the music you use are compensated.

Our licence covers the Copyright [CR] in the musical works and the Neighbouring Rights [NR] in sound recordings of Performers and Producers

**REGISTERED OFFICE:** 139 - 141 Abercromby Street, Port of Spain  
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### SCOPE AND APPLICABILITY OF TARIFF

This tariff applies to public performances of music within COTT's repertoire as general background music at bazaars, fairs, industry trade shows, exhibitions, or any similar temporary activities irrespective of the venue type.

### HOW MUCH WILL IT COST ANNUALLY

The following rates apply to all royalties falling due from **1<sup>st</sup> January 2023**

Daily Royalty Rate		CR	NR
Up to 2,000 ft <sup>2</sup>		222.75	178.20
2,001 ft <sup>2</sup> - 3,000 ft <sup>2</sup>		235.13	188.10
Over 3,000 ft <sup>2</sup>		248.88	199.10

	CR	NR	TOTAL
<b>WORKED EXAMPLE:</b>			
Fairview Craft Market occupies an area of 2,085ft <sup>2</sup> there is background music playing throughout the market for the enjoyment of the patrons and exhibitors. There is no entry fee, and you can purchase a variety of craft and food items. Fairview plans to stay-on for 5 days at the location.			
2,001 ft <sup>2</sup> - 3,000 ft <sup>2</sup> - CR - [235.13 x 5 days]   NR - [188.10 x 5 days]	1,175.65	940.52	2,116.17
<b>Licence Fee</b>	<b>\$2,116.17</b>		

### DEFINITIONS

**"Area"** means the total size in square feet where background music is audible by patrons, customers and exhibitors.

**"Background Music"** music publicly performed live or recorded through mechanical or electrical devices. Background music is used to create atmosphere or ambience, it is not a special feature of, or essential to, the event or business operation.

**"COTT's Repertoire"** means all and any musical works (including words associated therewith) and sound recordings, in which the right of public performance,

communication to the public and broadcast is controlled by COTT or by any of the societies in other countries with which COTT is affiliated;

**"Copyright"** is a property right which subsists in literary and artistic works that are original intellectual creations. <http://ipo.gov.tt/types-of-ip/copyright/>

**"Neighbouring rights"** are similar to copyright. These rights exist in the public performance of a sound recording. Neighbouring rights are collected on behalf of performers and producers of sound recordings.

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## GENERAL TERMS AND CONDITIONS

- ❖ COTT reserves the right to make such variations to this tariff it considers appropriate where performance particulars have changed; including but not limited to the way in which the music is made accessible to the public.
- ❖ COTT is not bound to adhere to the rates quoted in this tariff in respect of any performances for which an application was not made in advance.
- ❖ Licensees under this tariff shall provide COTT with the actual particulars to enable us to calculate the royalty due. If the actual particulars are not known an estimated figure would be used to calculate the fees payable.
- ❖ Upon completion of the event, we may, require you to complete a re-assessment form or statement declaring the actual particulars of your event. This information must be completed and returned to COTT within 7 days after the Event.
- ❖ Should the Licensee fail to provide actual particulars in accordance with COTT's General Terms and Conditions, COTT reserves the right to make a reasonable estimate of the particulars and to invoice the Licensee accordingly.
- ❖ All information provided must be certified by an Auditor or in a manner acceptable to COTT.

## PERFORMANCE PARTICULARS

Licensees are required to provide COTT with the Area (ft<sup>2</sup>), and the number of days the event will be carried on for.

## PAYMENT OF ROYALTIES

The royalties due under this tariff are payable on account immediately upon receipt of COTT's invoice. The sum invoiced is based on the particulars available to COTT at the time of issuing the invoice. Any charge made under such invoice may be adjusted after the Licensee has furnished COTT with details of the actual performance particulars.

Should the Licensee fail to pay any sum due and payable within 30 days of COTT's invoice, without prejudice to any other rights it may have, COTT reserves the right to charge the Licensee interest on the amount overdue calculated daily at the rate of 1.5 percent per annum above the base lending rate as per the Central Bank of Trinidad and Tobago.

All royalties payable under this Tariff are exclusive of Value Added Tax or other governmental taxes or levies of any kind.

## ROYALTY ADJUSTMENT

COTT reserves the right to adjust the royalties payable under this tariff every year by the percentage (to the nearest whole percentage point) by which the Retail Prices Index published by the Central Statistical Office changed when compared with the figure for the previous year provided that:-

1. We provide You with reasonable notice (at least 1 month) of any such amendments; and
2. The changes so notified will only take effect as at the commencement of the Year following the Year in which the Amendment Notice was received.