

APRA Membership Application

Writer Member

All 4 pages MUST be completed



Name MR / MRS / MISS / MS

SURNAME FIRST NAME SECOND NAME 3rd INITIAL

Postal Address

NUMBER STREET NAME SUBURB / TOWN
()
STATE POSTCODE BUSINESS TELEPHONE BUSINESS FAX

Personal/SoleTrader ABN

GST Registered ☐ Yes ☐ No

Eligible members vote electronically in the APRA AGM

(Please tick if you would prefer hard copy ballot papers to be mailed to you)

☐

Residential Address

NUMBER STREET NAME SUBURB / TOWN
()
STATE POSTCODE HOME TELEPHONE HOME FAX
E-MAIL MOBILE

Nationality

Date of Birth

() () ()

Pseudonym/Stage Name (if any)

Band Name (if any)

Manager or Contact Name
(Other than self)

() ()
TELEPHONE FAX
WWW.
EMAIL WEBSITE URL MOBILE

Writing Style

1. Country 2. Electronic 3. Film/TV 4. Jazz 5. Jingles 6. New Age 7. Pop/Rock 8. Classical
9. Alternative 10. Blues & Roots 11. Dance (TECHNO) 12. World 13. Urban (R&B, FUNK, HIP HOP) 14. Metal
15. Gospel 16. Children's 17. Other (PLEASE SPECIFY) _____

State whether you are, or have been, a member of any Society or Organisation administering performing rights anywhere in the world.

If so, give details: _____

OFFICE USE ONLY			
DATE REC			
ERROR REC			
ERROR RET			
I / C NO.			
PPV	A	B	LPR
EMAIL PPV	A	B	/ /
ROY ADJ			
EFT			
CHECKED			
KEYED			
DATE ENTERED			

PLEASE READ AND COMPLETE REVERSE SIDE OF THIS FORM.

Title index cards for all musical works of which you are the writer should also be completed. IPI number is NOT required for the first registration of title index cards. Index cards for musical works having more than one writer should be signed by all the writers of the works.

For works that are jointly owned, separate application forms should be completed by each person having an interest and the share of fees payable to each should be shown.

APRA USE ONLY _____ ACK _____

State Offices

NSW/ACT
Locked Bag 5000
Strawberry Hills
NSW 2012
Ph: 02 9935 7900
writer@apra.com.au

VIC/TAS
3 & 5 Sanders Place
Richmond
VIC 3121
Ph: 03 9426 5200
victas@apra.com.au

QLD
3 Winn Street
Fortitude Valley
QLD 4006
Ph: 07 3257 1007
qld@apra.com.au

SA
Suite 54
55 Melbourne Street
North Adelaide, SA 5006
Ph: 08 8239 2222
sa@apra.com.au

WA
Suite 1
12-20 Railway Road
Subiaco, WA 6008
Ph: 08 9382 8299
wa@apra.com.au

NZ
Unit 113, Zone 23
21-23 Edwin Street
Mt Eden, N.Z
Ph: 09 623 2173
nz@apra.com.au

1. APPLICATION FOR MEMBERSHIP

I apply for membership of Australasian Performing Right Association Limited ABN 42 000 016 099 of 16 Mountain St, Ultimo, New South Wales (APRA).

2. GRANT OF AUTHORITY PENDING ELECTION AS MEMBER

- 2.1 I acknowledge that this clause 2 applies until my admission as a member of APRA.
- 2.2 I request that APRA collect licence fees on my behalf in respect of those categories of performing rights to be assigned to APRA in the attached assignment of performing rights (Performing Rights) in musical works of which I am the copyright owner (Works).
- 2.3 I appoint APRA to be my agent to:
- (a) grant licences to exercise the Performing Rights in the Works; and
 - (b) collect and recover fees for such use in accordance with the scale of fees fixed by APRA.
- 2.4 I agree to APRA deducting its costs and expenses incurred in collecting the fees.
- 2.5 For the purpose of collecting and recovering fees, or if there is any unauthorised exercise of any of the Performing Rights in the Works, I authorise APRA to commence such proceedings in my name as it may decide including recovery of fees or damages and injunctions to restrain unauthorised performance.
- 2.6 I will supply APRA on the form required by APRA from time to time with the title of each musical work of which I am the author or owner of the Performing Rights. I acknowledge that APRA is not under any obligation or liability to me in respect of any musical works of which I have failed to notify the relevant details.
- 2.7 I will notify APRA of the exercise of Performing Rights in the Works by means of live performance of which I become aware.
- 2.8 I warrant that:
- (a) the information to be provided by me to APRA under this agreement will be complete and correct; and
 - (b) none of the Works infringes the copyright in any other work.
- 2.9 I indemnify APRA against all damages, losses, costs, and expenses incurred by APRA arising out of a breach by me of a warranty contained in clause 2.8.
- 2.10 I will immediately notify APRA of any change in my address.
- 2.11 Prior to the Assignment in clause 3 below taking effect, this authority may be revoked by me by not less than 3 months' written notice to APRA.

3. ASSIGNMENT OF PERFORMING RIGHTS

I acknowledge that the Assignment completed by me in the form set out in Annexure A takes effect on my election as a member of APRA.

Signed _____

Witness _____

Date _____

"Annexure A"

Assignment of Rights



This assignment is made on

DATE

Between

MEMBER

of

ADDRESS

and of

AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED ABN 42 000 016 099
16 Mountain St, Ultimo, New South Wales (APRA)

1. DEFINITIONS

Where commencing with a capital letter:

Act means the Copyright Act 1968;

Ballet means a choreographic work having a story, plot or abstract idea, devised or used for the purpose of interpretation by dancing or miming, but not country or folk dancing, tap dancing or precision dancing sequences;

Cinematograph Film has the same meaning as in the Act;

Copyright Work means:

- (a) any musical work whether existing before or after the date of this agreement;
- (b) any adaptation of any musical work; and
- (c) any song, lyric or other literary or dramatic work which has been written for the purpose of accompanying or being associated with any musical work;

Dramatic Context means:

- (a) in conjunction with:
 - (i) acting;
 - (ii) costumes;
 - (iii) scenic accessories; and
 - (iv) scripted dialogue or other dramatic effects; or
- (b) as a Ballet;

Dramatico-musical Work means words and music written expressly for an opera, operetta, musical play, revue or pantomime;

Performing Rights means, subject to sub-paragraphs (i) to (iv) below, the rights, for the world, in relation to a Copyright Work of:

- (a) performing in public; and
- (b) communicating to the public, including broadcasting but does not include the following classes of works performed and/or communicated in the following manner:
 - (i) Dramatico-musical Works performed or communicated in their entirety;
 - (ii) the performance in public in whole or in part of any musical work in a Dramatic Context;
 - (iii) the performance or communication to the public of oratorios and large choral works (that is, choral works written to exceed 20 minutes duration) in their entirety; or
 - (iv) the performance or communication to the public in whole or in part of any music and any associated words composed for a Ballet if accompanied by a visual representation of that Ballet or part of it, unless performed or communicated by means of a Cinematograph Film.

2. ASSIGNMENT

Subject to any reservation or assignment under Article 17 of APRA's constitution, the Member assigns to APRA all Performing Rights in all Copyright Works which have been composed or written by the Member (whether alone or jointly with another composer or writer) at any time whether before or after the date of this Assignment until the Member ceases to be a member of APRA, and all Performing Rights (including parts of shares of and interests in Performing Rights) in all Copyright Works which are now owned or are acquired or become owned by the Member until the Member ceases to be a member of APRA.

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Mt Eden, N.Z
Ph: 09 623 2173
nz@apra.com.au

3. PAYMENTS AND GST

- 3.1 APRA must, from time to time, pay the Member the Member's share (determined in accordance with APRA's Constitution) of:
- (a) the moneys collected by APRA and its affiliated societies in respect of the Performing Rights of the Copyright Works of APRA members; and
 - (b) income arising from the investment of moneys collected.
- 3.2 If the Member is liable to pay goods and services tax (GST) in respect of this agreement, APRA must, in addition to the amount payable under Clause 3.1, pay the Member an amount equal to the GST within 28 days after receiving the Member's tax invoice and notice under Clause 3.3., or in the case of a recipient generated tax invoice, in accordance with APRA's standard procedures.
- 3.3 The Member must provide APRA with a tax invoice in accordance with GST law, unless APRA is entitled to issue a recipient created tax invoice.

4. NOTIFICATION

The Member agrees to immediately notify APRA on the form required by APRA from time to time of the title of each musical work of which the Member is the author or owner of the Performing Rights.

5. WARRANTIES

The Member warrants that:

- (a) the Member owns the copyright in the Copyright Works and is entitled to assign it in accordance with this agreement;
- (b) the works in respect of which the Performing Rights are assigned or purported to be assigned do not or will not as the case may be infringe the copyright in any other work; and
- (c) the information to be provided by the Member to APRA under this agreement will be complete and correct.

6. INDEMNITY

The Member indemnifies APRA against all damages, losses, costs and expenses incurred by APRA arising out of a breach by the Member of a warranty in Clause 5.

7. FURTHER ASSURANCES

The Member agrees to sign all documents and do all things that APRA from time to time reasonably requests to effect, perfect or complete this agreement.

8. DISPUTE RESOLUTION

The Member agrees that if any dispute arises between:

- (a) the Member and APRA; or
- (b) the Member and any other member of APRA,

as to whether:

- (i) a particular arrangement or transcription is sufficiently original to entitle it to be a separate copyright work; or
- (ii) a work claimed by the Member to be an original work is in fact original,

the opinion of APRA's Board of Directors, or such person as may be appointed by the Board (whether a member of APRA or not) to determine the question, will be final and conclusive in relation to the allocation of moneys collected by APRA.

9. MISCELLANEOUS

- 9.1 A notice under this agreement must be in writing and may be given to a party by:
- (a) delivering it to the address of the party;
 - (b) sending it by pre-paid post to the address of the party; or
 - (c) sending it by facsimile to the facsimile number of the party,
- and the notice will be deemed to have been received by the party on receipt.
- 9.2 A facsimile is deemed to have been received on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the party.
- 9.3 This agreement must be construed in accordance with the laws in force in the State of New South Wales and the parties agree to submit to the jurisdiction of New South Wales Courts.

SIGNED AS AN AGREEMENT

by the abovenamed in the presence of:

Signed for and on behalf of Australasian Performing Right Association Limited in the presence of:

Signature of Applicant _____

Signature of authorised person _____

Name of Applicant (PRINT) _____

Name of authorised person (PRINT) _____

Signature of Witness _____

Office held _____

Name of Witness (PRINT) _____

Signature of Witness _____

Name of Witness (PRINT) _____

Application for Membership (Associate Publisher)



Applicant's full name:

Trading name:

ABN: GST Registered: ☐ Yes ☐ No

Registered Address:

<input type="text"/>	<input type="text"/>	<input type="text"/>
NUMBER	STREET NAME	SUBURB/TOWN

<input type="text"/>	<input type="text"/>
STATE	POSTCODE

Postal Address:

<input type="text"/>	<input type="text"/>	<input type="text"/>
NUMBER	STREET NAME	SUBURB/TOWN

<input type="text"/>	<input type="text"/>
STATE	POSTCODE

<input type="text"/>	<input type="text"/>	<input type="text"/>
BUSINESS TELEPHONE	BUSINESS FAX	MOBILE

<input type="text"/>	<input type="text"/>
EMAIL ADDRESS	WEB ADDRESS

Signed for and on behalf of:
NAME OF BUSINESS

By:
DIRECTOR OR PUBLIC OFFICER

In the presence of: Date:
WITNESS DD/MM/YYYY

In support of this application the following documentation is attached hereto:

1. (a) Copy of certificate of registration of business name
(b) Names and addresses of owners of business
2. Copy of standard music publishing agreement used by the applicant business
3. List of titles under control of the applicant business, together with names of composers/authors

Branch Offices

www.apra-amcos.com.au

NSW/ACT	VIC/TAS	QLD	SA	NT	WA	NZ
16 Mountain Street Ultimo NSW 2007 Ph: 61 2 9935 7900 Fax: 61 2 9935 7999 writer@apra.com.au	3 & 5 Sanders Place Richmond VIC 3121 Ph: 61 3 9426 5200 Fax: 61 3 9426 5211 victas@apra.com.au	PO Box 1230 Fortitude Valley QLD 4006 Ph: 61 7 3257 1007 Fax: 61 7 3257 1113 qld@apra.com.au	Suite 54 55 Melbourne Street Nth Adelaide SA 5006 Ph: 61 8 8239 2222 Fax: 61 8 8239 0744 sa@apra.com.au	GPO Box 4519 Darwin NT 0801 M: 0447 447 646 nt@apra.com.au	Suite 1 12-20 Railway Road Subiaco WA 6008 Ph: 61 8 9382 8299 Fax: 61 8 9382 8224 wa@apra.com.au	Unit 113, 21-23 Edwin St Mt Eden, Auckland Ph: 09 623 2173 Fax: 09 623 2174 nz@apra.com.au

1. APPLICATION FOR MEMBERSHIP

We apply for membership of Australasian Performing Right Association Limited ABN 42 000 016 099 of 16 Mountain Street, Ultimo, New South Wales (**APRA**).

2. GRANT OF AUTHORITY PENDING ELECTION AS MEMBER

- 2.1 We acknowledge that this clause 2 applies until our admission as a member of APRA.
- 2.2 We request that APRA collect licence fees on our behalf in respect of those categories of performing rights to be assigned to APRA in the attached assignment of performing rights (**Performing Rights**) in musical works of which we are the copyright owner (**Works**).
- 2.3 We appoint APRA to be my agent to:
- (a) grant licences to exercise the Performing Rights in the Works; and
 - (b) collect and recover fees for such use in accordance with the scale of fees fixed by APRA.
- 2.4 We agree to APRA deducting its costs and expenses incurred in collecting the fees.
- 2.5 For the purpose of collecting and recovering fees, or if there is any unauthorised exercise of any of the Performing Rights in the Works, we authorise APRA to commence such proceedings in our name as it may decide including recovery of fees or damages and injunctions to restrain unauthorised performance.
- 2.6 We will supply APRA on the form required by APRA from time to time with the title of each musical work of which we are the author or owner of the Performing Rights. We acknowledge that APRA is not under any obligation or liability to us in respect of any musical works of which we have failed to notify the relevant details.
- 2.7 We will notify APRA of the exercise of Performing Rights in the Works by means of live performance of which we become aware.
- 2.8 We warrant that:
- (a) the information to be provided by us to APRA under this agreement will be complete and correct; and
 - (b) none of the Works infringes the copyright in any other work.
- 2.9 We indemnify APRA against all damages, losses, costs and expenses incurred by APRA arising out of a breach by us of a warranty contained in clause 2.8.
- 2.10 We will immediately notify APRA of any change in our address.
- 2.11 Prior to the Assignment in clause 3 below taking effect, this authority may be revoked by us not less than 3 months written notice to APRA.

3. ASSIGNMENT OF PERFORMING RIGHTS

We acknowledge that the Assignment completed by us in the form set out in Annexure A takes effect on our election as a member of APRA.

SIGNED _____

WITNESS _____

DATE _____

Assignment of Rights

This assignment is made on	(Date)
Between	(Member)
Of	(Address)
And of	AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED ABN 42 000 016 099 16 Mountain Street, Ultimo, New South Wales (APRA)

1. DEFINITIONS

Where commencing with a capital letter:

Act means the Copyright Act 1968;

Ballet means a choreographic work having told a story, plot or abstract idea, devised or used for the purpose of interpretation by dancing or miming, but not country or folk dancing, tap dancing or precision dancing sequences;

Cinematograph Film has the same meaning as in the Act;

Copyright Work means:

- (a) any musical work whether existing before or after the date of this agreement;
- (b) any adaptation of any musical work; and
- (c) any song, lyric or other literary or dramatic work which has been written for the purpose of accompanying or being associated with any musical work;

Dramatic Context means:

- (a) in conjunction with:
 - (i) acting;
 - (ii) costumes;
 - (iii) scenic accessories; and
 - (iv) scripted dialogue or other dramatic effects; or
- (b) as a Ballet;

Dramatico-musical Work means words and music written expressly for an opera, operetta, musical play, revue or pantomime;

Performing Rights means, subject to paragraphs (c) to (f) below, the rights, for the world, in relation to a Copyright Work of:

- (a) performing in public; and
 - (b) communicating to the public including broadcasting,
- but does not include the following classes of works performed and/or communicated in the following manner:
- (c) Dramatico-musical Works performed or communicated in their entirety;
 - (d) the performance in public in the whole or in part of any music work in a Dramatic Context;
 - (e) the performance or communication to the public or oratorios and large choral works (that is, choral works written to exceed 20 minutes duration) in their entirety; or
 - (f) the performance or communication to the public in whole or in part of any music and any associated words composed for a Ballet if accompanied by a visual representation of that Ballet or part of it, unless performed or communicated by means of a Cinematograph Film.

2. ASSIGNMENT

Subject to any reservation or assignment under Article 17 of APRA's constitution, the Member assigns to APRA all Performing Rights in all Copyright Works which have been composed or written by the Member (whether alone or jointly with another composer or writer) at any time whether before or after the date of this Assignment until the Member ceases to be a member of APRA, and all Performing Rights (including parts or shares of an interest in Performing Rights) in all Copyright Works which are now owned or acquired or become owned by the Member until the Member ceases to be a member of APRA.

Branch Offices

www.apra-amcos.com.au

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3. PAYMENTS AND GST

- 3.1 APRA must, from time to time, pay the Member the Member's share (determined in accordance with APRA's constitution) of:
- (a) the moneys collected by APRA and its affiliated societies in respect of the Performing Rights of the Copyright Works of the APRA members; and
 - (b) income arising from the investment of moneys collected.
- 3.2 If the Member is liable to pay goods and services tax (GST) in respect of this agreement, APRA must, in addition to the amount payable under Clause 3.1, pay the Member an amount equal to the GST within 28 days after receiving the Member's tax invoice and notice under Clause 3.3, or in the case of a recipient generated tax invoice, in accordance with APRA's standard procedures.
- 3.3 the Member must provide APRA with a tax invoice in accordance with GST law, unless APRA is entitled to issue a recipient created tax invoice.

4. NOTIFICATION

The Member agrees to immediately notify APRA on the form required by APRA from time to time of the title of each musical work of which the Member is the author or owner of the Performing Rights.

5. WARRANTIES

The Member warrants that:

- (a) the Member owns unencumbered the copyright in the Copyright Works and is entitled to assign it in accordance with this agreement;
- (b) the works in respect of which the Performing Rights are assigned or purported to be assigned do not or will not as the case may be infringe the copyright in any other work; and
- (c) the information to be provided by the Member to APRA under this agreement will be complete and correct.

6. INDEMNITY

The Member indemnifies APRA against all damages, losses, costs, and expenses incurred by APRA arising out of a breach by the Member of a warranty in Clause 5.

7. FURTHER ASSURANCES

The Member agrees to sign all documents and do all things that APRA from time to time reasonably requests to effect, perfect or complete this agreement.

8. DISPUTE RESOLUTION

The Member agrees that if any dispute arises between:

- (a) the Member and APRA; or
 - (b) the Member and any other member of APRA,
- as to whether:

- (i) a particular arrangement or transcription is sufficiently original to entitle it to be a separate copyright work; or
- (ii) a work claimed by the Member to be an original work is in fact original,

the opinion of APRA's Board of Directors, or such person as may be appointed by the Board (whether a member of APRA or not) to determine the question, will be final and conclusive in relation to the allocation of moneys collected by APRA.

9. MISCELLANEOUS

- 9.1 A notice under this agreement must be in writing and may be given to a party by:
- (a) delivering it to the address of the party;
 - (b) sending it by pre-paid post to the address of the party;
 - (c) sending it by facsimile to the facsimile number of the party,
- and the notice will be deemed to have been received by the party on receipt.
- 9.2 A facsimile is deemed to have been received on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the party.
- 9.3 This agreement must be construed in accordance with the laws in force in the State of New South Wales and the parties agree to submit to the jurisdiction of New South Wales Courts.

SIGNED AS AN AGREEMENT

Signed by the **Member** in the presence of:

Signature of Member

Name of Member (Print)

Signature of witness

Name of witness (Print)

Signed for an on behalf of **Australasian Performing Right Association Limited** in the presence of:

Signature of authorised person

Name of authorised person (Print)

Office held

Signature of witness

Name of witness (Print)

Application for Membership (Full Publisher)



Name:

OF COMPANY TO BE ELECTED

ABN:

GST Registered: ☐ Yes ☐ No

Registered Address:

--	--	--

NUMBER

STREET NAME

SUBURB/TOWN

--	--

STATE

POSTCODE

Postal Address:

--	--	--

NUMBER

STREET NAME

SUBURB/TOWN

--	--

STATE

POSTCODE

--	--	--

BUSINESS TELEPHONE

BUSINESS FAX

MOBILE

--	--

EMAIL ADDRESS

WEB ADDRESS

Signed for and on behalf of:

NAME OF COMPANY

By:

DIRECTOR OR PUBLIC OFFICER

In the presence of:

WITNESS

Date:

DD/MM/YYYY

In support of this application the following documentation is attached hereto:

1. (a) Copy of certificate of registration of company
- (b) Names and addresses of Directors of company
2. Copy of standard music publishing agreement used by the applicant company
3. List of titles under control of the applicant company, together with names of composers/authors

Branch Offices

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- (a) grant licences to exercise the Performing Rights in the Works; and
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- (a) the information to be provided by us to APRA under this agreement will be complete and correct; and
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3. ASSIGNMENT OF PERFORMING RIGHTS

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SIGNED _____

WITNESS _____

DATE _____

Assignment of Rights

This assignment is made on	(Date)
Between	(Member)
Of	(Address)
And of	AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED ABN 42 000 016 099 16 Mountain Street, Ultimo, New South Wales (APRA)

1. DEFINITIONS

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Cinematograph Film has the same meaning as in the Act;

Copyright Work means:

- (a) any musical work whether existing before or after the date of this agreement;
- (b) any adaptation of any musical work; and
- (c) any song, lyric or other literary or dramatic work which has been written for the purpose of accompanying or being associated with any musical work;

Dramatic Context means:

- (a) in conjunction with:
 - (i) acting;
 - (ii) costumes;
 - (iii) scenic accessories; and
 - (iv) scripted dialogue or other dramatic effects; or
- (b) as a Ballet;

Dramatico-musical Work means words and music written expressly for an opera, operetta, musical play, revue or pantomime;

Performing Rights means, subject to paragraphs (c) to (f) below, the rights, for the world, in relation to a Copyright Work of:

- (a) performing in public; and
 - (b) communicating to the public including broadcasting,
- but does not include the following classes of works performed and/or communicated in the following manner:
- (c) Dramatico-musical Works performed or communicated in their entirety;
 - (d) the performance in public in the whole or in part of any music work in a Dramatic Context;
 - (e) the performance or communication to the public or oratorios and large choral works (that is, choral works written to exceed 20 minutes duration) in their entirety; or
 - (f) the performance or communication to the public in whole or in part of any music and any associated words composed for a Ballet if accompanied by a visual representation of that Ballet or part of it, unless performed or communicated by means of a Cinematograph Film.

2. ASSIGNMENT

Subject to any reservation or assignment under Article 17 of APRA's constitution, the Member assigns to APRA all Performing Rights in all Copyright Works which have been composed or written by the Member (whether alone or jointly with another composer or writer) at any time whether before or after the date of this Assignment until the Member ceases to be a member of APRA, and all Performing Rights (including parts or shares of an interest in Performing Rights) in all Copyright Works which are now owned or acquired or become owned by the Member until the Member ceases to be a member of APRA.

Branch Offices

www.apra-amcos.com.au

NSW/ACT	VIC/TAS	QLD	SA	NT	WA	NZ
16 Mountain Street Ultimo NSW 2007 Ph: 61 2 9935 7900 Fax: 61 2 9935 7999 writer@apra.com.au	3 & 5 Sanders Place Richmond VIC 3121 Ph: 61 3 9426 5200 Fax: 61 3 9426 5211 victas@apra.com.au	PO Box 1230 Fortitude Valley QLD 4006 Ph: 61 7 3257 1007 Fax: 61 7 3257 1113 qld@apra.com.au	Suite 54 55 Melbourne Street Nth Adelaide SA 5006 Ph: 61 8 8239 2222 Fax: 61 8 8239 0744 sa@apra.com.au	GPO Box 4519 Darwin NT 0801 M: 0447 447 646 nt@apra.com.au	Suite 1 12-20 Railway Road Subiaco WA 6008 Ph: 61 8 9382 8299 Fax: 61 8 9382 8224 wa@apra.com.au	Unit 113, 21-23 Edwin St Mt Eden, Auckland Ph: 09 623 2173 Fax: 09 623 2174 nz@apra.com.au

3. PAYMENTS AND GST

- 3.1 APRA must, from time to time, pay the Member the Member's share (determined in accordance with APRA's constitution) of:
- (a) the moneys collected by APRA and its affiliated societies in respect of the Performing Rights of the Copyright Works of the APRA members; and
 - (b) income arising from the investment of moneys collected.
- 3.2 If the Member is liable to pay goods and services tax (GST) in respect of this agreement, APRA must, in addition to the amount payable under Clause 3.1, pay the Member an amount equal to the GST within 28 days after receiving the Member's tax invoice and notice under Clause 3.3, or in the case of a recipient generated tax invoice, in accordance with APRA's standard procedures.
- 3.3 the Member must provide APRA with a tax invoice in accordance with GST law, unless APRA is entitled to issue a recipient created tax invoice.

4. NOTIFICATION

The Member agrees to immediately notify APRA on the form required by APRA from time to time of the title of each musical work of which the Member is the author or owner of the Performing Rights.

5. WARRANTIES

The Member warrants that:

- (a) the Member owns unencumbered the copyright in the Copyright Works and is entitled to assign it in accordance with this agreement;
- (b) the works in respect of which the Performing Rights are assigned or purported to be assigned do not or will not as the case may be infringe the copyright in any other work; and
- (c) the information to be provided by the Member to APRA under this agreement will be complete and correct.

6. INDEMNITY

The Member indemnifies APRA against all damages, losses, costs, and expenses incurred by APRA arising out of a breach by the Member of a warranty in Clause 5.

7. FURTHER ASSURANCES

The Member agrees to sign all documents and do all things that APRA from time to time reasonably requests to effect, perfect or complete this agreement.

8. DISPUTE RESOLUTION

The Member agrees that if any dispute arises between:

- (a) the Member and APRA; or
- (b) the Member and any other member of APRA,

as to whether:

- (i) a particular arrangement or transcription is sufficiently original to entitle it to be a separate copyright work; or
- (ii) a work claimed by the Member to be an original work is in fact original,

the opinion of APRA's Board of Directors, or such person as may be appointed by the Board (whether a member of APRA or not) to determine the question, will be final and conclusive in relation to the allocation of moneys collected by APRA.

9. MISCELLANEOUS

- 9.1 A notice under this agreement must be in writing and may be given to a party by:
- (a) delivering it to the address of the party;
 - (b) sending it by pre-paid post to the address of the party;
 - (c) sending it by facsimile to the facsimile number of the party,
- and the notice will be deemed to have been received by the party on receipt.
- 9.2 A facsimile is deemed to have been received on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the party.
- 9.3 This agreement must be construed in accordance with the laws in force in the State of New South Wales and the parties agree to submit to the jurisdiction of New South Wales Courts.

SIGNED AS AN AGREEMENT

Signed by the **Member** in the presence of:

Signature of Member

Name of Member (Print)

Signature of witness

Name of witness (Print)

Signed for an on behalf of **Australasian Performing Right Association Limited** in the presence of:

Signature of authorised person

Name of authorised person (Print)

Office held

Signature of witness

Name of witness (Print)



Things you should know before you apply for membership of APRA and/or AMCOS online

- To complete this online application, you will need to provide **APRA|AMCOS with an email address**. If you do not have an email address, please **contact us** for a paper application form.
- APRA and AMCOS are **separate organisations**. **APRA manages the day-to-day operations of the AMCOS business**. The companies now refer to themselves collectively as "APRA|AMCOS".
- APRA (Australasian Performing Right Association) is a not-for-profit company that collects and distributes licence fees for the **public performance and communication** (including broadcast) of its members' musical works.
- AMCOS (Australasian Mechanical Copyright Owners Society) collects and distributes 'mechanical' royalties for the **reproduction** of its members' musical works for many different purposes.
- **APRA deducts its administration costs from the royalties collected**, before distributing these to members. **AMCOS charges a commission** that depends on the line of business licensed and number of musical works you represent.
- This application process asks you to provide **personal and business information** about yourself and about your activities as a songwriter, composer or music publisher. You will be asked to provide your ABN or IRD number and your bank account details and to tell us about the type of music you create or publish and how your music is performed, communicated or recorded. This will enable APRA and AMCOS to identify when your works are used and to allocate royalties to you for that use.
- **APRA|AMCOS respects your privacy**. The information you provide to us in this online application will only be used in the ways disclosed in our **Privacy Policy**.
- **APRA|AMCOS may ask you to verify the information** you provide here, including dates and venues of individual performances, in the form of a statutory declaration. APRA|AMCOS may also make its own enquiries to verify the information.
- Both APRA and AMCOS need this information to consider your membership application/s. **You will only need to give us this information once**. If you apply for membership of both organisations now, we will use the information to consider your application for both organisations. If you apply for membership of one organisation at this stage, and then later decide to apply for membership of the other, we will be able to retrieve the information you provide now and use it to consider your later application. This process will save you time and make it easier for APRA|AMCOS to maintain accurate information about your membership and the work we do for you.



Membership Application

We're serious about your music

Page 2

Who should join APRA and/or AMCOS

- **SONGWRITERS or COMPOSERS** who have written songs that are performed live or used on radio, television, the Internet, mobile phones, on commercial CD releases, in restaurants and or any of the thousands of other businesses that use music.
- **MUSIC PUBLISHING BUSINESSES** that are registered and operating in Australasia and that have a signed publishing agreement with at least one writer who is an APRA member or a member of an affiliated society and that control at least one work which has been commercially released or published in some form.

If you are a musician who does not compose music or write lyrics, you cannot join APRA|AMCOS.

Start your application here

If you are a songwriter or composer you can start the application process now using our online application facility. Publishers should **Contact APRA|AMCOS** to obtain a publisher application form.

This application will take about 15 minutes to complete. The blue progress bar at the top of the screen will help you track how much of the form you have completed and how much remains to be completed.

To begin, please select from the options below, then click on the forward arrow below:

- ☐ Songwriter/Composer - New Application
- ☐ Existing APRA member joining AMCOS
- ☐ Resume an application I started earlier





Membership Application

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Page 2a

Welcome back to the APRA|AMCOS Online Application

Enter your temporary member number (or existing 6 digit APRA member number), password and click on the forward arrow to continue your application:

Password:

Forgotten your password? Enter your email address here then click GO and we will send your password to you.

Email:





Membership Application

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Page 3

Professional and Legal Requirements for APRA and AMCOS Membership for Songwriters and Composers

Only individuals can become writer members of APRA. If you write musical works with another person, he or she will also need to apply for membership separately.

You do not need to be published to become a member of APRA or AMCOS.

Checklist for APRA and AMCOS membership

To become a member of APRA and/or AMCOS, as a songwriter/composer, you need to meet the criteria listed below. Please tick the boxes to indicate you meet the criteria:

- ☐ I compose music or write lyrics and/or am the **copyright owner** of musical work
- ☐ My work is performed live, or communicated to the public via radio, television, the internet, a mobile phone service or in any other way and/or my work is commercially recorded and released
- ☐ I am ordinarily resident in Australia, New Zealand or a South Pacific nation.
- ☐ I am not a member of another performing right society.
If you are a member of another performing right society you may transfer over to APRA, but you cannot be a member of two performing right societies at the same time. You may also choose to join AMCOS to collect royalties for recordings of your work. **Contact our writer services staff for assistance.**

In addition to the above requirements, if you are an Australian citizen or permanent resident, you will be asked to provide an **Australian Business Number (ABN)** and to advise APRA|AMCOS if you are **registered for GST**. If you are a New Zealand permanent resident or citizen you will be asked to provide your **IRD number** and to advise if you are registered for GST.

You do not have to provide an ABN or IRD to APRA|AMCOS. However, if you do not provide an ABN then APRA|AMCOS is obliged by law to withhold 46.5% in tax from any payment to you. You may be able to claim back any extra tax when you lodge your tax return.

If you do not meet the above requirements, or have any questions, please **contact us**.



Membership Application

APRA|AMCOS

We're serious about your future.

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YOUR PERSONAL DETAILS

For your application to be valid, you must provide some required information. Required information is indicated with an **orange** asterisk (*). Your application cannot be processed until all the required fields have been completed.

**Full Legal Name - as per your Proof of Identification
(i.e. your passport, drivers licence etc.)**

Enter your first and any middle names here. You may add nicknames and/or pseudonyms at a later stage in the application

Title: _____

First Names: _____

*Surname: _____

If you only have one name, (for example, Adalita or Iota) it should be entered in this space here.

Gender☐ Male☒ Female**Residential address**

*Street: _____

*Suburb: _____

*Postcode: _____

*State: _____

*Country: _____

Mailing address (If different from above)

Street: _____

Suburb: _____

Postcode: _____

State: _____

Country: _____

Contact details

Home Telephone: _____ Enter your area code and phone number without any spaces. For example: 0212345678

Mobile: _____ Enter your mobile number without any spaces.

Fax: _____ Enter your area code and fax number without any spaces. Eg: 0812345678.


Your own website URL: _____

Third party website URLs: [for example, your MySpace address]

1. _____

2. _____

3. _____

Date of Birthdd/mm/yyyy 

Mandatory fields have a different background.





Membership Application

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Parent/Guardian Consent Form

If you are under 18 years of age, you need authority from your parent or legal guardian before your application can be considered. Please ask your parent or legal guardian to complete the information required below.

I (full name
of

parent/legal
guardian)

of
(address)

give my
permission

for (full
name of
child)

to apply for membership of APRA|AMCOS (Australasian Performing Right Association and/or Australasian Mechanical Copyright Owners Society).

Type in the words "Signed by me" followed by the parent/legal guardian's full name in the box below:

For example: Signed by me, Jane Lisa Brown

Parent/Guardian's contact phone number

Mandatory fields have a different background.





Membership Application

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Temporary Member Number

Thank you for providing your personal details. Your application will now be saved so that if you choose to log out at any stage after this screen, you can return to complete the application at a later date.

To open your saved application and continue the process, simply go to <http://www.apra.com.au/cms/membapp/Login.action> and click on "RESUME PREVIOUS MEMBERSHIP APPLICATION".

On the login screen, you will be asked to enter your Temporary Member Number to continue the application process. Your Temporary Member Number will be sent to the email address you provide below. Please enter your email address now.

*Email:

*Retype

Email:

You will also need to enter a unique password to ensure access to your details is secure.

*Password:

Mandatory fields have a different background.





Membership Application

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Temporary Member Number

Thank you for providing that general contact information.

Your Temporary Member Number is: 783235

Your nominated password is: DICTIONARY1

An email containing this number has been sent to your nominated email address.

Please print this page or write down this number and password somewhere so you can continue the application process at a later time if you are not able to complete it at one sitting today.

Please click on the forward arrow to continue completing your APRA|AMCOS membership application.





Membership Application

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Band/Group names (if applicable)

Enter the names of the bands or groups you belong to (maximum of three names may be entered).

1.

2.

3.

Stage Names or Pseudonyms (if applicable)

Do you have any other names that you are also known by - stage names or pseudonyms, for example?

List any other names or forms of your legal name that you may use as a writer. Do not list co-writer, band or group names here.

1.

2.

3.



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Additional Contacts

Are there any other people who have authority to act on your behalf in relation to your APRA and/or AMCOS royalties? To help us protect your privacy and your personal information, please provide contact details for these people below.

Please note, before disclosing your personal information to these parties, APRA|AMCOS will contact you to obtain your permission.

ADDITIONAL CONTACT 1	
<input type="radio"/> Accountant <input type="radio"/> Manager <input type="radio"/> Other (please specify)	
Contact Name:	
Business Name:	
Mailing address:	
Telephone:	Enter your area code and phone number without any spaces. For example: 0212345678
Fax:	Enter your area code and fax number without any spaces. For example: 0812345678.
Mobile:	Enter your mobile number without any spaces.
Email:	





Membership Application

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[6](#) [7](#) [8](#)***Country of Origin**

This information will help us to tailor information to suit the needs and interests of members.

- ☐ Australia
- ☐ New Zealand
- ☐ Other -
Country _____
- ☐ Name _____

Are you an Indigenous, Aboriginal, Torres Strait Islander, Maori or Pacific Islander descent?

- ☐ Yes
- ☐ No

Advise us of your Indigenous/Torres Strait/Maori ethnicity. This information will help us to tailor information to suit the needs and interests of Indigenous artists.

Please select one: ***Country of Economic Residence**

Please select the territory in which you permanently reside for tax purposes.

- ☐ Australia
- ☐ New Zealand
- ☐ Other -
Country _____
- ☐ Name _____





Membership Application

We're serious about your Malasia

Page 9a

Go to page [4](#) [5](#) [6](#)
[7](#) [8](#) [9a](#)**Your Australian Business Number & GST registration status****Do you have an individual/sole trader ABN?**

- ☐ Yes (please complete form below)
☐ No (please proceed to next page)

[Only complete this section if Australia is the territory in which you live for tax purposes. Please note that it is not mandatory to provide an ABN to APRA|AMCOS]

ABN

The ABN is a unique 11 digit identifying number that Australian businesses use when dealing with other businesses. ABNs are issued by the Australian Taxation Office. APRA can only accept individual/sole trader ABNs.

You do not have to provide an ABN to APRA|AMCOS. However, if you do not provide an ABN and you earn more than \$500 in APRA royalties and/or more than \$50 in AMCOS royalties, then APRA|AMCOS is obliged by law to withhold 46.5% in tax from any payment to you. You may be able to reclaim any extra tax back when you lodge your tax return. **More on the ABN>>**

Are you registered for GST (Goods and Services Tax)? **More on the GST>>**

- ☐ Yes
☒ No





Membership Application

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Your IRD Number & GST registration status

[Only complete this section if New Zealand is the territory in which you live for tax purposes]

Please provide your **IRD number ONLY if you are registered for GST purposes**. If you are not registered for GST purposes, please leave the IRD field blank.

You do not have to provide your IRD number and GST registration status to APRA|AMCOS. However, if you do not give us this information, APRA|AMCOS will not be able to adjust any royalties paid to you to include New Zealand GST payments.

IRD

The IRD is a unique number issued to you by New Zealand Inland Revenue. Your number will be in the range of 10-000-000 to 999-999-999, so some people will have an 8 digit number and others a 9 digit number. Your number will never change, even if you move to another country and then return to New Zealand some time in the future.

More on the GST>>





Membership Application

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[8](#) [9a](#) [10a](#)**Payment details**

Please nominate the bank account into which APRA|AMCOS will pay your royalties.

*Name
of bank

*Country in which Bank is located (select one)

- ☐ Australia
☐ New Zealand

*Name
in which
account
is held

*BSB:

NZ applicants please note, the BSB number is the first six digits of your account number.

*Account
number:

NZ applicants: please enter a hyphen after the seventh (7th) digit of your account number. For example: 1234567-89.

Mandatory fields have a different background.





Membership Application

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Payment details

Please nominate the bank account into which APRA|AMCOS will pay your royalties.

*Name of bank:

Bank Address:

*Country in which Bank is located:

Currency:

ACCOUNT DETAILS

*Name in which account is held:

*Account number:

You must provide EITHER an IBAN number OR a Swift Code and Routing Number, Sort Code or Branch Number for your bank account, to enable APRA|AMCOS to pay royalties to you.

Please provide these details in the space provided below.

IBAN: <input type="text"/>	OR	Swift Code: <input type="text"/>
		And Routing No/Sort Code/Branch No.: <input type="text"/>



Mandatory fields have a different background.



Membership Application

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***Genre**

We need to know the genres of music your compositions/songs would normally be categorised as. This makes it easier to identify your work in the details that we receive from music users, and to allocate royalties for that use to you.

What style of music do you compose? Please tick one or more of the following.

- | | | | |
|--|---|-------------------------------------|--|
| <input type="checkbox"/> Country | <input type="checkbox"/> Electronic | <input type="checkbox"/> Jazz | <input type="checkbox"/> Jingles |
| <input type="checkbox"/> New Age | <input type="checkbox"/> Pop/Rock | <input type="checkbox"/> Classical | <input type="checkbox"/> Alternative |
| <input type="checkbox"/> Blues and
Roots | <input type="checkbox"/> Dance | <input type="checkbox"/> World | <input type="checkbox"/> Urban (R&B,
Hip Hop, Funk) |
| <input type="checkbox"/> Heavy
Rock/Metal | <input type="checkbox"/> Christian/Gospel | <input type="checkbox"/> Children's | <input type="checkbox"/> Folk |
| <input type="checkbox"/> Other | | | |





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Information regarding APRA|AMCOS works registration

- By registering works with APRA|AMCOS, you are providing APRA|AMCOS with details regarding the copyright ownership of those works. These details will be used by APRA|AMCOS for the distribution of the royalties generated by the performance and/or reproduction of the works.
- You only need to register one musical work with your membership application. You'll be able to register your remaining works once your membership application has been processed.
- You can only register musical works with APRA|AMCOS. Do not register literary works (such as poems or lyrics only).
- You should only credit parties that were involved in the creation of the work and are copyright owners (i.e. songwriters and music publishers). Do not credit individuals that were not involved in the creation of the work. For example, if there are four members in a band, and two members co-write a song, only the two writers should be credited in the registration.
- A music publisher should only be credited if it is a member of APRA and/or AMCOS. Do not credit record labels or any company that is not a publisher member of APRA and/or AMCOS.
- If you have co-written works, you should agree on the copyright ownership percentages with your co-writers PRIOR to registering the works with APRA|AMCOS.
- Please note that ownership details of APRA|AMCOS work registrations generally cannot be changed without the consent of all parties credited in the original registration.
- It is up to you and your co-writers to agree on the ownership percentage split for each song. There are no rules dictating how the ownership is to be divided between copyright owners. As a guideline, the lyrics and melody are considered to be separate copyrights. If the lyrics and melody are created separately, the ownership split is normally 50% for lyrics and 50% for melody. This is a guide only, and it is up to you and your co-writers to agree on a percentage share for each writer that reflects their creative contribution made to the work.
- Co-written works should only be registered ONCE. It is not necessary for each writer to submit their own registration.
- You should include all copyright owners on your works registrations regardless of whether they are currently APRA members or members of an affiliate royalty collection society.

If you have any queries regarding the registration of your music with APRA|AMCOS, please do not hesitate to contact your local Writer Services Representative. Click here for **contact** details.





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Title of one composition which you have composed/written

Work Details

This can be a work that you have solely composed or written in collaboration with other writer/s. Just list one title here with relevant co-writer details where applicable. You can register your remaining works later once you have been accepted as an APRA|AMCOS member. Please note that you should only register individual works with APRA|AMCOS; please do not register album or EP titles.

*Work Title:

Alternate Title:

Duration: mm:ss
Duration must be provided if the work is over 6 (six) minutes in length.

Performed by:
Insert name of person/band who has performed/recorded this work

Ownership Split

Please tell us how ownership of this work is split between you and any co-writers/composers and your publisher (if any).

Owner/s Name <small>(If Publisher provide company name. If author and/or composer please provide full legal name, SURNAME, FIRST NAME (S) in fields provided. Please provide sufficient detail so we can correctly identify any cowriters)</small>	Type of owner	*Percent split between owners <small>(must total 100%)</small>
<i>If the work is co-written, please ensure all co-writers agree to the registration details before the work is registered with APRA AMCOS</i>		
1. PATTERSON HANNAH	Composer/Author	<input type="text"/>
2. <input type="text"/> <input type="text"/>	Composer/Author	<input type="text"/>
3. <input type="text"/> <input type="text"/>	Composer/Author	<input type="text"/>
4. <input type="text"/> <input type="text"/>	Composer/Author	<input type="text"/>
5. <input type="text"/> <input type="text"/>	Composer/Author	<input type="text"/>
6. <input type="text"/> <input type="text"/>	Composer/Author	<input type="text"/>
7. <input type="text"/> <input type="text"/>	Composer/Author	<input type="text"/>
8. <input type="text"/> <input type="text"/>	Composer/Author	<input type="text"/>
9. <input type="text"/> <input type="text"/>	Composer/Author	<input type="text"/>



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Evidence of performance, broadcast, online use or recording/s of your work

Please tick the boxes below to tell us how your musical works have been used. It is important that you tick as many boxes as are relevant to your works.

*My original musical work(s):

- ☐ is performed live, for example at gigs at clubs, pubs, restaurants, concerts, festivals, etc
- ☐ is broadcast on radio or television
- ☐ is available on the internet for **online streaming**
- ☐ is available on the internet for sale as a **digital download**
- ☐ has been released on CD or in another form of physical audio or audio-visual recording for retail sale





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Details about performances, broadcasts, online uses or recordings

The information you provide on this page will be used to determine your eligibility to join APRA and/or AMCOS.

You are eligible to join **APRA** if you have written or co-written at least one musical work that has been publicly performed live, broadcast on radio or TV, made available online or commercially released on a physical or digital sound recording.

You are eligible to join **AMCOS** if at least one of your original musical works has been reproduced and sold on a physical or digital sound recording by a third party such as a record company or a digital download provider.

If are unable provide eligibility information for one or more of the below fields, please go back to page 13 using the blue progress bar or the back arrow at this bottom of the page (not the back arrow on your browser), and de-select the usage types that do not apply to you.

Live performance

Please list details of the most recent live performance where your original work/s were performed (for example, gigs at clubs, pubs, restaurants, concerts, festivals, etc)

*Date: dd/mm/yyyy

*Venue name:

*Venue address:

*Venue/Agent
contact name:

*Venue/Agent
contact phone
number:

Broadcast details

Please list details of the most recent radio or television broadcast of your original work/s.

*Date: dd/mm/yyyy ☐

*Name of broadcast station or channel:

*Location of radio or TV broadcast station:

*Title of broadcast (was it part of a film, jingle, TV show?):

Internet details - streaming

Please list at least one website where your music is available for online streaming.

*Website address:

Internet details - digital download for sale

Please list at least one website where your music is available **for sale** as a digital download through a commercial third party website. Do not list your own website or promotional/streaming websites such as Soundcloud, MySpace or Bandcamp.

*Website address:

Commercial Recordings Details

Please list details of an original work that has been released on a CD or audio-visual recording for retail sale by a third party such as a distributor or record company. Do not list recordings released and distributed independently by yourself or your band.

*Title of work:

*Title of
commercial
recording:*Distributed by
(record label or
distributor
name):*Catalogue
number (if
applicable):*Recorded
format:

CD

*Release date:

dd/mm/yyyy

*Name of
band/performer:

Mandatory fields have a different background.





Membership Application

APRA|AMCOS

We're serious about your music

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Tell us what you want APRA|AMCOS to do for you

I want APRA|AMCOS to collect royalties when my musical work is (select as many as you like):

- ☐ performed live, for example at gigs at clubs, pubs, restaurants, concerts, festivals, etc,
- ☐ broadcast on radio or television or available as online streaming on the internet,
- ☐ available for sale as digital download
- ☐ released on CD or audio or audio-visual recording for retail sale





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Application for both APRA and AMCOS membership

You have indicated that you would like APRA and AMCOS to collect royalties for the public performance, communication and/or reproduction of your musical works. This means that you need to apply for both APRA and AMCOS membership.

If your application is accepted, you will be signing **both** of the following legal contracts:

1. **an Assignment of Rights to APRA** - under this contract you will be assigning all your performing rights to APRA to administer on your behalf. That means you will be transferring the ownership of your performing and communication rights to APRA. The Assignment of Rights will be for the territory of the World.
2. **an exclusive licence to AMCOS** - This exclusive licence will give AMCOS your permission to exclusively license your works for purposes specified by you in the Agreement, on your behalf. The exclusive licence will be for the territories of Australia, New Zealand and the South Pacific, unless you give AMCOS an Overseas Mandate.

You can choose to **opt-out** of certain APRA and AMCOS licences or to **license-back** a work so that you can negotiate the terms for its use directly yourself for a specific purpose.

If you have any doubts about how these agreements will affect your ability to deal with the copyright in your works you should get independent legal advice before signing it.





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What APRA membership means for you

You have indicated that you would like APRA to collect royalties for the public performance and communication of your musical works. This means that you need to apply for APRA membership only.

If your application is accepted, you will be signing **an Assignment of Rights to APRA**.

Under this contract you will be assigning all your performing and communication rights to APRA to administer on your behalf. That means you will be transferring the ownership of your performing and communication rights to APRA. The Assignment of Rights will be for the territory of the World.

You can choose to **opt-out** of certain APRA licences or to **license-back** a work so that you can negotiate the terms for its use directly yourself for a specific purpose.

If you have any doubts about how this contract will affect your ability to deal with the copyright in your works you should get independent legal advice before signing it.





Membership Application

We're serious about your music.

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What AMCOS membership means for you

You have indicated that you would like AMCOS to collect royalties for the mechanical reproduction of your musical works. This means that you need to apply for AMCOS membership only.

If your application is accepted, you will be signing **an exclusive licence to AMCOS**.

This exclusive licence will give AMCOS your permission to license your works (i.e., works not already signed to a music publisher) for purposes specified by you in the Agreement, on your behalf. The exclusive licence will be for the Territory of Australia and New Zealand and the South Pacific, unless you give AMCOS an Overseas Mandate.

You can choose to **opt-out** of certain AMCOS licences or to **license-back** a work so that you can negotiate the terms for its use directly yourself for a specific purpose.

If you have any doubts about how this Exclusive Licence will affect your ability to deal with the copyright in your works you should get independent legal advice before signing it.





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Assignment of Performing Rights to APRA

This is an important part of the application process. Please note: by completing and signing this section you are assigning your performing and communication rights to APRA to administer on your behalf. That means you will be transferring the ownership of your performing and communication rights to APRA if APRA accepts your application.

Please tick the box below to indicate your desire to apply for APRA Membership

- ☐ I wish to apply for membership of Australasian Performing Right Association Limited (APRA) ABN 42 000 016 099 of 16 Mountain Street, Ultimo, NSW.





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This Grant of Authority gives APRA your permission to administer your performing rights on your behalf in the interim period between your submission of this application and your formal acceptance and election as an APRA member.

***Grant of Authority pending election as a member**

1. I acknowledge that this Grant of Authority applies until I am admitted as a member of APRA.
2. I request that APRA collect licence fees on my behalf for those categories of performing rights to be assigned to APRA (as indicated in the following Assignment of Performing Rights (Performing Rights)) for musical works of which I am the copyright owner (Works).
3. I appoint APRA to be my agent to:
 - (a) grant licences to exercise the Performing Rights in the Works; and
 - (b) collect and recover fees for such use in accordance with the scale of fees fixed by APRA.
4. I agree to APRA deducting its costs and expenses incurred in collecting the fees.
5. For the purposes of collecting and recovering fees or if there is any unauthorised exercise of any of the Performing Rights in the Works, I authorise APRA to commence such proceedings in my name as it may decide including recovery of fees or damages and injunctions to restrain unauthorised performance.
6. I will supply APRA, in the form required by APRA from time to time, with the title of each musical work of which I am the author or owner of the Performing Rights. I acknowledge that APRA is not under any obligation or liability to me for any musical works for which I fail to supply the relevant details.
7. I will notify APRA of any live performance of the Works of which I become aware.
8. I warrant that:
 - (a) the information provided by me to APRA under this agreement will be complete and correct; and
 - (b) none of the Works infringes the copyright in any other work.
9. I indemnify APRA against all damages, losses, costs and expenses incurred by APRA arising out of a breach by me of a warranty contained in clause 8 (above).
10. I will immediately notify APRA of any change in my address.
11. I understand that before the Assignment mentioned in clause 12 below takes effect, I may revoke this authority by providing at least 3 months' written notice to APRA.
12. I acknowledge that the Assignment completed by me in the form set out in the Assignment of Rights Agreement takes effect on my election as a member of APRA.

Your signature

- ☐ *I have read and understood the **Grant of Authority form**.
(Please tick the box to indicate your agreement)

Type in the words "Signed by me" followed by your full name in the box below:

For example: Signed by me, Jane Lisa Brown





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If you are registered for the Goods and Services Tax (GST), you should complete this Recipient Created Tax Invoice Agreement (RCTI). This agreement gives APRA permission to Issue a Tax Invoice on your behalf so that any APRA royalty payment to you will include the relevant payment of GST.

*Recipient Created Tax Invoice Agreement

This
assignment
is made
between:

*The
Member:

Of

*Address:

And

AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED ABN 42 000 016 099 (APRA)

Of

16 Mountain Street, Ultimo, New South Wales

I am a member of APRA and have assigned to APRA certain rights relating to the broadcast, public performance and communication of one or more musical works.

I understand that the assignment of those rights comprises a "**taxable supply**" (Supply) for the purposes of the "**GST Act**" (A New Tax System (Goods and Services Tax) Act 1999).

I understand that It is more efficient and practical for APRA, as the recipient of that assignment of rights, to Issue a Recipient Created Tax Invoice (RCTI) for the Supply than for me to Issue a tax Invoice.

I agree that APRA should Issue a RCTI, and that I will not Issue a tax Invoice, in respect of the Supply.

I am GST registered with the Australian Taxation Office (ATO) and will notify APRA if this changes.

I understand that APRA is GST registered with the ATO and will notify me if they cease to be registered or if they cease to be eligible to Issue an RCTI because they fail to satisfy any requirement imposed by the Commissioner of Taxation or otherwise.

APRA indemnifies me against any liability for GST and against any penalties which may arise from an understatement of the GST payable on any supply to APRA by me for which APRA Issues an RCTI.

Your signature

☐ *I have read, understood and agree with the statements in the **Recipient Created Tax Invoice Agreement** (Please tick the box to indicate your agreement)

Type in the words "Signed by me" followed by your full name in the box below:

For example: Signed by me, Jane Lisa Brown





Membership Application

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Please read, complete and sign the Assignment of Rights that appears below. Please note this agreement will only take effect when you are formally elected as an APRA member.

Assignment of Rights

This
assignment
is made
between:

*The
Member:

Of

*Address:

And

AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED ABN 42 000 016 099 (APRA)

Of

16 Mountain Street, Ultimo, New South Wales

**Read the terms listed below, then complete the
Signature section at the bottom and select Continue to
proceed**

1. DEFINITIONS

Where commencing with a capital letter:

Act means the Copyright Act 1968;

Ballet means a choreographic work having a story, plot or abstract idea, devised or used for the purpose of interpretation by dancing or miming, but not country or folk dancing, tap dancing or precision dancing sequences;

Cinematograph Film has the same meaning as in the Act;

Copyright Work means:

- (a) any musical work whether existing before or after the date of this agreement;
- (b) any adaptation of any musical work; and
- (b) any song, lyric or other literary or dramatic work which has been written for the purpose of accompanying or being associated with any musical work;

Dramatic Context means:

- (a) in conjunction with:
 - (i) acting;
 - (ii) costumes;
 - (iii) scenic accessories; and
 - (iv) scripted dialogue or other dramatic effects; or
- (b) as a Ballet;

Dramatico-musical Work means words and music written expressly for an opera, operetta, musical play, revue or pantomime.

Performing Rights means, subject to sub-paragraphs (i) to (iv) below, the rights, for the world, in relation to a Copyright Work of:

- (a) performing in public; and
- (b) communicating to the public, including broadcasting but does not include the following classes of works performed and or communicated in the following manner;

- (i) ~~Dramatico-musical Works performed or communicated in their entirety;~~
- (ii) the performance in public in whole or in part of any musical work in a Dramatic Context
- (iii) the performance or communication to the public of oratorios and large choral works (that is choral works written to exceed 20 minutes duration) in their entirety; or
- (iv) the performance or communication to the public in whole or in part of any music and any associated words composed for a Ballet if accompanied by a visual representation of that Ballet or part of it, unless performed or communicated by means of a Cinematograph Film.

2. ASSIGNMENT

Subject to any reservation or assignment under Article 17 of APRA's Constitution, the Member assigns to APRA all Performing Rights in all Copyright Works which have been composed or written by the Member (whether alone or jointly with another composer or writer) at any time whether before or after the date of this Assignment until the Member ceases to be a member of APRA, and all Performing Rights (including parts of, shares of and interests in Performing Rights) in all Copyright Works which are now owned or are acquired or become owned by the Member until the Member ceases to be a member of APRA.

3. PAYMENTS AND GST

- 3.1 APRA must, from time to time, pay the Member the Member's share (determined in accordance with APRA's Constitution) of:
 - (a) the moneys collected by APRA and its affiliated societies in respect of the Performing Rights of the Copyright Works of APRA members; and
 - (b) income arising from the investment of moneys collected.
- 3.2 If the Member is liable to pay goods and services tax (GST) in respect of this agreement, APRA must, in addition to the amount payable under Clause 3.1, pay the Member an amount equal to the GST within 28 days after receiving the Member's tax invoice and notice under Clause 3.3; or in the case of a recipient generated tax invoice, in accordance with APRA's standard procedures.
- 3.3 The Member must provide APRA with a tax invoice in accordance with GST law, unless APRA is entitled to issue a recipient created tax invoice.

4. NOTIFICATION

The Member agrees to immediately notify APRA on the form required by APRA from time to time, of the title of each musical work of which the Member is the author or owner of the Performing Rights.

5. WARRANTIES

The Member warrants that:

- (a) the Member owns the copyright in the Copyright Works and is entitled to assign it in accordance with this agreement;
- (b) the works in respect of which the Performing Rights are assigned or purported to be assigned do not or will not, as the case may be, infringe the copyright in any other work; and
- (c) the information to be provided by the Member to APRA under this agreement will be complete and correct.

6. INDEMNITY

The Member indemnifies APRA against all damages, losses, costs and expenses incurred by APRA arising out of a breach by the Member of a warranty in Clause 5.

7. FURTHER ASSURANCES

The Member agrees to sign all documents and do all things that APRA from time to time reasonably requests to effect, perfect or complete this agreement.

8. DISPUTE RESOLUTION

The Member agrees that if any dispute arises between:

- (a) the Member and APRA,
- (b) the Member and any other Member of APRA,

as to whether:

- (i) a particular arrangement or transcription is sufficiently original to

~~entitle it to be a separate copyright work; or~~

- (ii) a work claimed by the Member to be an original work is in fact original,

the opinion of APRA's Board of Directors, or such person as may be appointed by the Board (whether a member of APRA or not) to determine the question, will be final and conclusive in relation to the allocation of moneys collected by APRA.

9. MISCELLANEOUS

- 9.1 A notice under this agreement must be in writing and may be given to a party by:
- (a) delivering it to the address of the party;
 - (b) sending it by pre-paid post to the address of the party,
 - (c) sending it by facsimile to the facsimile number of the party,
- 9.2 A facsimile is deemed to have been received on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the party.
- 9.3 This agreement must be construed in accordance with the laws in force in the State of New South Wales and the parties agree to submit to the jurisdiction of New South Wales Courts.

Your signature

- ☐ *I have read and understood the **Assignment of Rights**. (Please tick the box to indicate your agreement)
- ☐ *I assign to APRA all Performing Rights in all Copyright Works composed or written by me on the terms specified above

Type in the words "Signed by me" followed by your full name in the box below:

For example: Signed by me, Jane Lisa Brown





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Select your AMCOS royalty collection services

AMCOS' licensing activities can be grouped into a number of categories. Members can "opt out", or exclude from the mandate they give AMCOS, one or more of these categories to limit what types of licences AMCOS can issue on their behalf. If you "opt out" of an area of AMCOS licensing, you are indicating that you do not want AMCOS to administer or collect royalties for you in that category. **If you "opt out" of AMCOS licensing categories, you will be responsible for collecting royalties in those categories yourself.**

More information on Opt Outs >>

The majority of AMCOS members opt in for all categories, so this has been selected for you as a default. Alternatively, if you give AMCOS authority to license and collect royalties for the reproduction of your works in only SOME licensing categories, please click the lower check box below.

While the OPT-INS you make here will generally apply to ALL OF YOUR WORKS, you may, from time to time, decide to **license back** a particular work or works in order to negotiate the licence fees for a particular reproduction yourself. You can obtain a License Back for a work or works (or your share in a work or works) by giving AMCOS 14 days written notice in advance of the reproduction. You may also need to pay any costs incurred by AMCOS as a result. **More information on the License Back process >>**

You can change your selection at any time during your membership by giving AMCOS three (3) months' written notice.

Please note: there are some licence schemes which members cannot opt out of, like the broadcast blanket licence granted to television networks and statutory licences administered by other collecting societies.

Opt-in:

☐ I give AMCOS authority to license and collect royalties for the reproduction of my works in ALL licensing categories covered by the AMCOS mandate. If you choose this option, please click on the forward arrow to continue your application

Or

☒ I give AMCOS authority to license and collect royalties for the reproduction of your works for only SOME licensing categories

If you give AMCOS authority to license and collect royalties for the reproduction of your works for only SOME licensing categories, please select the applicable categories below:

- | | |
|--|---|
| <input type="checkbox"/> Audio and audio-visual recordings by the major Australian and New Zealand Record Labels (Refer to Clause 2.6.1(a) and Clause 2.6.1(g) of the Exclusive Licence Agreement). | <input type="checkbox"/> Recorded products imported into Australia and/or New Zealand on a CD or other audio or audio visual recording. (Refer to Clause 2.6.1(i)) |
| <input type="checkbox"/> Audio recordings by all other Australian and New Zealand record companies (non-majors) and other makers of records. (Refer to Clause 2.6.1(b)) | <input type="checkbox"/> Digital downloads (excludes mobile phone ringtones). (Refer to Clause 2.6.1(c)) |
| <input type="checkbox"/> Audio-visual recordings (excluding advertisements) by all other Australian and New Zealand record companies (non majors) (Refer to Clause 2.6.1(h)) | <input type="checkbox"/> Customised mobile phone ringtones . (Refer to Clause 2.6.1(e)) |
| | <input type="checkbox"/> Internet and other new media applications. (Refer to Clause 2.6.1(f)) |
| | <input type="checkbox"/> Non-network TV productions . (Refer to Clause 2.6.1(d)) |
| | <input type="checkbox"/> Print music used under AMCOS School's Print Licence. (Refer to Clause 2.1.1(k)) |

Please note: the licensing areas referred to above are for information only - you should refer to the relevant clause of the exclusive licence.





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***Territory**

AMCOS will administer your works as specified by you in this application within it's territory, which includes Australia, New Zealand and the South Pacific.

We can also collect mechanical royalties for you overseas if you give us an 'Overseas Mandate'.

Do you authorise AMCOS to license your mechanical rights in overseas territories, in all the categories listed on page 18, plus all other rights granted under the agreement throughout the world by arrangements with AMCOS' affiliated societies?

- ☐ Yes
☐ No





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If you are registered for the Goods and Services Tax (GST), you should complete this Recipient Created Tax Invoice Agreement (RCTI). This agreement gives APRA and/or AMCOS permission to issue a Tax Invoice on your behalf so that any APRA or AMCOS royalty payment to you will include the relevant payment of GST.

***Recipient Created Tax Invoice Agreement**

This
assignment
is made
between:

*The Member: HANNAH PATTERSON

Of

*Address: 4/2 MONTAGUE STREET FAIRY MEADOW NSW 2519 AUSTRALIA

And

AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED ABN 42
000 016 099 (APRA)

And

AUSTRALASIAN MECHANICAL COPYRIGHT OWNERS' SOCIETY LIMITED
ABN 78 001 678 851 (AMCOS)

Of

16 Mountain Street, Ultimo, New South Wales

APRA

I am a member of APRA and have assigned to APRA certain rights relating to the broadcast, public performance and communication of one or more musical works.

I understand that the assignment of those rights comprises a "supply" (Supply) for the purposes of the "GST Act" (A New Tax System (Goods and Services Tax) Act 1999).

I understand that it is more efficient and practical for APRA, as the recipient of that assignment of rights, to issue a Recipient Created Tax Invoice (RCTI) for the Supply than for me to issue a tax invoice.

I agree that APRA should issue a RCTI, and that I will not issue a tax invoice, in respect of the Supply.

I am GST registered with the Australian Tax Office (ATO) and will notify APRA if this changes.

I understand that APRA is GST registered with the ATO and will notify me if they cease to be registered or if they cease to be eligible to issue an RCTI because they fail to satisfy any requirement imposed by the Commissioner of Taxation or otherwise.

APRA indemnifies me against any liability for GST and against any penalties which may arise from an understatement of the GST payable on any supply to APRA by me for which APRA issues an RCTI.

AMCOS

I am member of AMCOS and have given a grant of authority to AMCOS covering certain rights relating to the mechanical reproduction of one or more musical works.

I understand that the grant of authority over those rights comprises a "supply" (Supply) for the purposes of the "GST Act" (A New Tax System (Goods and Services Tax) Act 1999).

I understand that it is more efficient and practical for AMCOS, as the recipient of that grant of authority, to issue a Recipient Created Tax Invoice (RCTI) for the Supply than for me to issue a tax invoice.

I agree that AMCOS should issue a RCTI, and that I will not issue a tax invoice, in respect of the Supply.

I am GST registered with the Australian Tax Office (ATO) and will notify AMCOS if this changes.

I understand that AMCOS is GST registered with the ATO and will notify me if they cease to be registered or if they cease to be eligible to issue an RCTI because they fail to satisfy any requirement imposed by the Commissioner of Taxation or otherwise.

AMCOS indemnifies me against any liability for GST and against any penalties which may arise from an understatement of the GST payable on any supply to AMCOS by me for which AMCOS issues an RCTI.

Your signature

- ☐ *I have read, understood and agree with the statements in the **Recipient Created Tax Invoice Agreement** (Please tick the box to indicate your agreement)

Type in the words "Signed by me" followed by your full name in the box below:

For example: Signed by me, Jane Lisa Brown





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This Grant of Authority form gives AMCOS your permission to administer your mechanical right on your behalf in the interim period between your submission of this application and your formal acceptance and election as an AMCOS member.

*Mechanical Right Grant of Authority

This authority operates between the date of your application and your election as a member, and must be signed by all applicants.

1. I acknowledge that this Grant of Authority applies until I am admitted as a member of AMCOS.
2. I request that Australasian Mechanical Copyright Owners Society Limited ABN 78 001 678 851 of 16 Mountain Street, Ultimo, New South Wales (AMCOS) collect licence fees on my behalf in respect of those categories of rights to be assigned to AMCOS in the following exclusive licence agreement (Rights) in musical works of which I am the copyright owner (Works).
3. I appoint AMCOS to be my agent to:
 - (a) exercise the Rights in the Works; and
 - (b) collect and recover fees for such use.
4. I acknowledge that I will not receive distributions of fees until I am admitted as a member of AMCOS. I agree to AMCOS applying its usual commission rates to fees that are to be distributed to me.
5. For the purpose of collecting and recovering fees, or if there is any unauthorised exercise of any of the Rights in the Works, I authorise AMCOS to commence such proceedings in my name as it may decide including recovery of fees or damages and injunctions to restrain unauthorised use.
6. I will supply AMCOS on the form required by AMCOS from time to time with the title of each musical work of which I am the author or owner of the Rights. I acknowledge that AMCOS is not under any obligation or liability to me in respect of any musical works of which I have failed to notify the relevant details.
7. I warrant that:
 - (a) the information to be provided by me to AMCOS under this grant of authority will be complete and correct; and
 - (b) none of the Works infringes any of the copyright in any other work.
8. I indemnify AMCOS against all damages, losses, costs, and expenses incurred by AMCOS arising out of any breach by me of a warranty contained in clause 7 above.
9. I will immediately notify AMCOS of any change in my address.
10. This grant of authority may be revoked by me by not less than 3 months' written notice to AMCOS.

Your signature

- ☐ *I have read and understood this **Grant of Authority form**. (Please tick the box to indicate your agreement)

Type in the words "Signed by me" followed by your full name in the box below:

For example: Signed by me, Jane Lisa Brown





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If you are registered for the Goods and Services Tax (GST), you should complete this Buyer Created Tax Invoice Agreement (BCTI). This agreement gives APRA and/or AMCOS permission to issue a Tax Invoice on your behalf so that any APRA or AMCOS royalty payment to you will include the relevant payment of GST.

***Buyer Created Tax Invoice Agreement**

This
assignment is
made
between:

*The
Member: **LAUREL GILLIAN SMITH**

Of

*Address: **4/2-6 SHIRLEY STREET CARLINGFORD NSW 2118 AUSTRALIA**

And

**AUSTRALASIAN PERFORMING RIGHT ASSOCIATION NEW ZEALAND
LIMITED** IRD 82 601 740 (APRA NZ)

And

**AUSTRALASIAN MECHANICAL COPYRIGHT OWNERS' SOCIETY NEW
ZEALAND LIMITED** IRD 82 600 949 (AMCOS NZ)

Of

Unit 13, Zone 23, 21-23 Edwin Street, Mt Eden, Auckland, New Zealand

APRA**AMCOS**

I am a member of APRA and have assigned to APRA certain rights relating to the broadcast, public performance and communication of one or more musical works.

I understand that the assignment of those rights comprises a "taxable supply" (Supply) for the purposes of the "GST Act" (A New Tax System (Goods and Services Tax) Act 1999).

I understand that it is more efficient and practical for APRA, as the recipient of that assignment of rights, to issue a Buyer Created Tax Invoice (BCTI) for the Supply than for me to issue a tax invoice.

I agree that APRA should issue a BCTI, and that I will not issue a tax invoice, in respect of the Supply.

I am GST registered with the Inland Revenue Department (IRD) and will notify APRA if this changes.

I understand that APRA is GST registered with the IRD and will notify me if they cease to be registered or if they cease to be eligible to issue a BCTI because they fail to satisfy any requirement imposed by the Commissioner of Taxation or otherwise.

APRA indemnifies me against any liability for GST and against any penalties which may arise from an understatement of the

I am member of AMCOS and have given a grant of authority to AMCOS covering certain rights relating to the mechanical reproduction of one or more musical works.

I understand that the grant of authority over those rights comprises a "taxable supply" (Supply) for the purposes of the "GST Act" (A New Tax System (Goods and Services Tax) Act 1999).

I understand that it is more efficient and practical for AMCOS, as the recipient of that grant of authority, to issue a Buyer Created Tax Invoice (BCTI) for the Supply than for me to issue a tax invoice.

I agree that AMCOS should issue a BCTI, and that I will not issue a tax invoice, in respect of the Supply.

I am GST registered with the Inland Revenue Department (IRD) and will notify AMCOS if this changes.

I understand that AMCOS is GST registered with the IRD and will notify me if they cease to be registered or if they cease to be eligible to issue a BCTI because they fail to satisfy any requirement imposed by the Commissioner of Taxation or otherwise.

AMCOS indemnifies me against any liability for GST and against any penalties which may arise from an understatement

GST payable on any supply to APRA by me
for which APRA Issues a BCTI.

of the GST payable on any supply to
AMCOS by me for which AMCOS Issues,a
BCTI.

Your signature

☐ *I have read, understood and agree with the statements in the **Buyer Created Tax Invoice Agreement** (Please tick the box to indicate your agreement)

Type in the words "Signed by me" followed by your full name in the box below:

For example: Signed by me, Jane Lisa Brown





Membership Application

We're serious about your music

Page 23

Please read, complete and sign the Exclusive Licence Agreement that appears below. Please note this agreement will only take effect when you are formally elected as an AMCOS member.

Exclusive Licence Agreement

*This agreement is made between:

*The Member:

Of

*Address:

And

AUSTRALASIAN MECHANICAL COPYRIGHT OWNERS SOCIETY LIMITED ABN 78
001 678 851 (AMCOS)

Of

16 Mountain Street, Ultimo, New South Wales

Read the terms listed below, then complete the Signature section at the bottom and select Continue to proceed

BACKGROUND

- A. AMCOS is a mechanical right collecting society appointed by its members to administer certain rights, to license certain rights and to collect and distribute royalties and licence fees.
- B. The Member wishes to join AMCOS on the terms set out in this agreement.

AGREEMENTS

1. Definitions and Interpretation

1.1 Definitions

1.1.1 Where commencing with a capital letter:

Act means the Copyright Act 1968;

Advertisement means an announcement designed to attract the attention of the public or any part of it to a product, service, person, organisation or line of conduct but excludes Music Videos;

Audio-visual Carrier means a device which embodies sounds and visual images and includes videos, CD-ROMs, laser discs, DVDs and digital files but excludes Premiums;

Blanket Licence means a licence granted by AMCOS of all the Works, Production Music Works and Production Music Recordings controlled by it or all of the Works or all of the Production Music controlled by it;

Board means the board of directors of AMCOS;

Broadcast means a communication to the public delivered by a Broadcaster by means of television, radio, subscription radio or television channel;

Broadcaster means a broadcasting service within the meaning of the Broadcasting Services Act 1992 or the operator of a subscription radio or television channel;

Category A Members means all members that have 499 or fewer Works Reproduced on sound recordings for sale to the public, and Production Music Works registered with AMCOS;

Category B Members means all members that have 500 or more Works Reproduced on sound recordings for sale to the public, and Production Music Works registered with AMCOS;

CF means AMCOS' centralised electronic interface between record

CF means AMCOS' centralised electronic interface between record companies and Members, which is a sub-program of CMS, known as the clearance facility;

Cinematograph Film has the same meaning as in the Act;

CMS means AMCOS' electronic copyright management system;

Control Account means an account:

- (a) held by a licensee; and
- (b) containing money owed by the licensee to music copyright owners, who have not been identified, for the Reproduction of musical works;

Communicate has the same meaning as in the Act;

Dispute Account means an account:

- (a) held by a licensee; and
- (b) containing money owed by the licensee to music copyright owners, who are in dispute as to the ownership of the copyright in the works, for the Reproduction of musical works;

GST has the same meaning as in section 195.1 of A New Tax System (Goods and Services Tax) Act 1999;

License Back means, in relation to a member, to take a nonexclusive licence from AMCOS for the purpose of granting a specific licence to a person in Australia in respect of one or more of the member's Works or Production Music;

Music Video means a Cinematograph Film produced for the primary purpose of promoting:

- (a) the performer of the sound recording; or
- (b) the sound recording, of a musical work embodied in the soundtrack of the Cinematograph Film;

Opt Out means, in relation to a member, to revoke a licence granted to AMCOS under this agreement in relation to all of the member's Works or all of the member's Production Music Works;

Premium means:

- (a) in relation to a Record, an article made for sale for a consideration not consisting wholly of money, or sale by a person not ordinarily carrying on the business of making or selling Records; and
- (b) in relation to a Reproduction other than in a Record, a Reproduction of a Work that is associated with or promotes the sale or provision of other goods or services;

Production Music means the Production Music Works and the Production Music Recordings;

Production Music Recordings means all present and future sound recordings of Production Music Works that are made generally available to studios, broadcasters and other persons for general non-exclusive use in audio, audio-visual and other productions;

Production Music Works means all present and future musical works:

- (a) in relation to which the sound recording is also owned or controlled by the Member; provided that
- (b) the principal purpose of the work is not to be made available for retail sale but rather is to be made generally available to studios, broadcasters and other persons for general non-exclusive use in audio, audio visual and other productions;

Program means a television, radio, website, internet or audiovisual program;

Quarter means a period of 3 months ending on 31 March, 30 June, 31 September or 31 December;

Record has the same meaning as in the Act but excludes Premiums;

Reproduce has the same meaning as in the Act but excludes reproduction in a Premium and, except in relation to Production Music and Blanket Licences, excludes reproduction in synchronisation with Cinematograph Films;

Revenue means, in connection with a Work, all money received by AMCOS from a grant of rights for a Work;

Sale or Rental means, in relation to a Work, the electronic and non-electronic sale or rental to the public;

Schedule 2 Record Company means a company listed in **schedule 2** as amended by AMCOS from time to time;

School means a primary or secondary school;

Territory means Australia, New Zealand, Fiji, Papua New Guinea, Solomon Islands, Christmas Island, Cocos (Keeling) Islands, Cook Islands, Irian Barat, Nule (Savage) Island, Norfolk Island, Tokelau (Union) Islands and Western Samoa;

Theme Music means music:

- (a) identified or associated with a Program; or
 - (b) used behind the main title or end credits of a Program; and
- Works means all present and future musical works and associated lyrics owned or controlled by the Member, other than Production Music Works.

- 1.1.2 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

1.2 Presumptions of interpretation

- 1.2.1 Unless the context otherwise requires a word which denotes:

- (a) the singular denotes the plural and vice versa; and
- (b) a person includes an individual, a body corporate and a government.

- 1.2.2 Unless the context otherwise requires a reference to:

- (a) any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replacement legislation; and
- (b) a thing or amount is a reference to the whole and each part of it.

2. Grant

2.1 Works

- 2.1.1 Subject to clauses 2.1.2 and 2.6, and subject to the terms of any publishing contract by which the Member is bound, the Member grants AMCOS an exclusive licence in the Territory to and to authorise others to:

- (a) make Records embodying the Works for Sale or Rental:
 - (i) by a Schedule 2 Record Company; or
 - (ii) by a person that is not a Schedule 2 Record Company;
- (b) make Records embodying the Works for Sale by means of digital download but excluding mobile telephone ringtones;
- (c) Reproduce the Works in the Territory for Communication to the public:
 - (i) by means of Broadcast where the Reproduction is made by the Broadcaster;
 - (ii) by means of Broadcast where the Reproduction is not made by the Broadcaster;
 - (iii) in the form of customised mobile telephone ringtones; and
 - (iv) by other non Broadcast means;
- (d) Reproduce the Works in Audio-visual Carriers:
 - (i) by a Schedule 2 Record Company; or
 - (ii) by a person that is not a Schedule 2 Record Company; and
- (e) Import into the Territory, Records and Audio-visual Carriers embodying the Works for:
 - (i) the purpose of sale, hire or distribution to the public; and
 - (ii) for any other purpose which would otherwise constitute an infringement of copyright under section 37 or 38 of the Act.

- 2.1.2 The Member's grant of licence under:

- (a) clause 2.1.1(c) does not include Reproductions in Advertisements or Theme Music; and
- (b) clause 2.1.1(d) does not include Reproduction in Advertisements.

2.2 Production Music

Subject to clause 2.6, the Member grants AMCOS an exclusive licence in the Territory to and to authorise others to:

- (a) Reproduce the Production Music;
- (b) Communicate, including by Broadcasting, the Production Music Recordings.

2.3 Print music

The Member grants AMCOS an exclusive licence in the Territory to authorise Schools to make copies of Works in accordance with the limits set out in **Schedule 4**.

2.4 Sublicences

The Member acknowledges that AMCOS may grant sublicences under this agreement:

- (a) on a non-exclusive basis only; and
- (b) on such terms as AMCOS sees fit.

2.5 Advertisements, Premiums, synchronisations and other Reproductions

2.5.1 The Member may, from time to time, authorise AMCOS to license persons to:

- (a) Reproduce or synchronise Works in an Advertisement or as Theme Music;
- (b) Reproduce Works in a Premium;
- (c) synchronise Works with the moving images in a Cinematograph Film; or
- (d) authorise a non print Reproduction in any other form, on such terms as may be determined by the Member.

2.5.2 The Member may, from time to time, authorise AMCOS to license the rights granted under this agreement throughout the world by arrangements with AMCOS' affiliated collecting societies.

2.6 Opting Out and Licensing Back

2.6.1 Subject to this clause 2.6, the Member may at any time exercise its right to Opt Out or License Back the licences granted under:

- (a) clause 2.1.1(a)(i);
- (b) clause 2.1.1(a)(ii);
- (c) clause 2.1.1(b);
- (d) clause 2.1.1(c)(ii);
- (e) clause 2.1.1(c)(iii);
- (f) clause 2.1.1(c)(iv);
- (g) clause 2.1.1(d)(i);
- (h) clause 2.1.1(d)(ii);
- (i) clause 2.1.1(e);
- (j) clause 2.2; and
- (k) clause 2.3.

2.6.2 The Member may only Opt Out of all Works, all Production Music Works and Production Music Recordings or both. It is not permissible to Opt Out of Individual Works, or Production Music Works, or Production Music Recordings.

2.6.3 The Member must give not less than 3 months' notice to AMCOS expiring on a 31 March, 30 June, 30 September or 31 December notifying AMCOS that it Opts Out of a licence listed in clause 2.6.1.

2.6.4 If the Member notifies AMCOS that it is Opting Out of a licence under this clause 2.6, the Member must comply with such reasonable preconditions, including as to payment of any costs, prescribed by the Board from time to time.

2.6.5 If the Member exercises its rights under this clause 2.6 to Opt Out, the Member may not grant an exclusive licence to AMCOS of the categories of the licence revoked by the Member until the expiry of 12 months after the date of the revocation.

2.6.6 The Member acknowledges that it may only License Back individual Works or Production Music for a specific purpose.

2.6.7 The Member must give not less than 14 days' notice to AMCOS notifying AMCOS that it wishes to exercise the right to License Back.

2.6.8 If the Member notifies AMCOS that it wishes to exercise the right to License Back under this clause 2.6, the Member must:

- (a) comply with such reasonable preconditions, including as to payment of any costs, prescribed by the Board from time to time; and
- (b) detail the specific purpose of the exercise of the right to License Back.

3. Agency

3.1**Receiving money**

Subject to clause 2.6, the Member appoints AMCOS as its exclusive agent to:

- (a) collect all money due to the Member under the licences contained in Parts VA, VB and VC of the Act;
- (b) collect all money due to the Member in respect of the Works and Production Music under any scheme, whether statutory or otherwise, anywhere in the world (other than territories notified by the Member) providing for the payment of any money:
 - (i) on recording equipment, tape or any other medium of Reproduction; and
 - (ii) intended as compensation or payment for the private Reproduction or rental of the Works;
- (c) collect:
 - (i) from Control Accounts in the course of its conduct of audits; and
 - (ii) from Dispute Accounts, money due to the Member in respect of the Works; and
- (d) do all acts which AMCOS considers appropriate to ascertain and collect any money due under paragraphs (a), (b) and (c), including conducting audits of licensees.

3.2**Indemnity**

The Member appoints AMCOS as its agent to indemnify each licensee against all damages, losses, costs and expenses (including legal costs) incurred by the licensee arising out of AMCOS wrongly claiming:

- (a) that the Member controls a Work; or
- (b) the percentage of the Work controlled by the Member.

4.**AMCOS' obligations**

AMCOS must:

- (a) comply with the Code of Conduct for Copyright Collecting Societies in effect from time to time;
- (b) grant licences only in accordance with the rights granted under this agreement;
- (c) endeavour to maintain the CF and the CMS in working condition;
- (d) take all reasonable steps to collect all money due under this agreement in respect of the Works, Production Music Works and Production Music Recordings; and
- (e) separately identify the money collected under paragraph (d) in relation to each Member.

5.**Payments to the Member****5.1****Payment**

Subject to:

- (a) clause 6;
- (b) any directions of the Board from time to time in relation to payments; and
- (c) the Member complying with its obligations under clause 7.1.1,

AMCOS must, within 60 days after the end of each Quarter, pay to the Member all of the Member's share under this agreement of the money collected by AMCOS in respect of the Member's Works and Production Music in that Quarter or the period specified by the Board, as the case may be.

5.2**Statement**

→ upon request from the member??

AMCOS must, with each payment made under clause 5.1, provide the Member with a statement detailing each Work, Production Music Work or Production Music Recording for which money is included in the payment:

- (a) the extent and nature of use of the Work, Production Music Work or Production Music Recording; and
- (b) the money allocated by AMCOS in respect of each licensed use.

5.3**GST**

In relation to any GST payable for a taxable supply (as defined under GST law) by a party under this agreement, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice (as defined under GST Law).

6.**Commission and charges**

6.1 Charges

The Board may from time to time determine, in accordance with AMCOS' Constitution, the amount of any fees payable by members, including administration fees and fees in relation to Opt Out and License Back.

6.2 Deduction

AMCOS is entitled to deduct from all moneys collected by it under this agreement commission in accordance with **schedule 3**, and any costs which are determined by the Board to be payable in relation to any Opt Out or License Back in accordance with AMCOS' Constitution.

7. Member's obligations**7.1 Reporting and assistance****7.1.1** The Member must at its cost:

- (a) provide AMCOS with a list of its Works, Production Music Works and Production Music Recordings and such other information concerning these as AMCOS may from time to time specify;
- (b) promptly register the titles and other details required by AMCOS of all Works in accordance with AMCOS' standard procedures and practices from time to time;
- (c) immediately notify AMCOS of:
 - (i) each addition to or deletion from that list;
 - (ii) each sub-publishing agreement relating to those additions or deletions; and
 - (iii) each change to the Member's business which would affect its entitlement to be a member of AMCOS; and
- (d) provide such information and assistance as AMCOS may reasonably require from time to time in order to perform its obligations under this agreement.

7.1.2 The Member acknowledges that if it is or if it becomes a Category B Member it will be necessary for it to use and operate the CF and the CMS to fulfil its obligations under this clause 7.1 and warrants that:

- (a) it has or, immediately on becoming a Category B Member will ensure that it has, familiarised itself with the CF and CMS and has or will ensure that prior to its use of the CF and CMS it has, the necessary skills and ability to use the CF and the CMS; and
- (b) it will ensure that it does not damage or harm the CF or CMS in any way.

8. Warranties

The Member warrants that:

- (a) the rights granted under this agreement do not infringe the intellectual property or other rights of any other person;
- (b) each Work, Production Music Work and Production Music Recording is controlled by it;
- (c) the Works, Production Music Works and Production Music Recordings are protected by copyright;
- (d) if the Member represents itself to be the author of Works and Production Music Works, that it is the author of the Work as represented to AMCOS;
- (e) it is entitled to be a member of AMCOS under AMCOS' constitution; and
- (f) it has full power and authority to enter into and perform its obligations under this agreement.

9. Indemnity**9.1 Member**

The Member indemnifies AMCOS against all damages, losses, costs and expenses (including legal costs) incurred by AMCOS arising out of:

- (a) the performance of AMCOS' obligations under this agreement; or
- (b) any breach by the Member of this agreement.

9.2 AMCOS

AMCOS indemnifies the Member against all damages, losses, costs and expenses (including legal costs) incurred by the Member arising out of any breach by AMCOS of this agreement.

10. Legal proceedings**10.1 Restriction**

AMCOS must not commence any legal proceedings in respect of infringement of the copyright in:

- (a) the Works;
- (b) the Production Music Works; or
- (c) the Production Music Recordings,

without the prior written consent of the Member.

10.2 Assistance

Subject to clause 10.1 the Member must provide AMCOS with all reasonable assistance required by AMCOS in any legal proceeding relating to this agreement, the Works, the Production Music Works or the Production Music Recordings.

11. Term and Termination

11.1 Term

This agreement commences:

- (a) if the Member is a member of AMCOS prior to the date of this agreement, on 1 July 2006; or
- (b) otherwise on the date the Member is admitted as a member of AMCOS.

and continues until terminated in accordance with this clause 11.

11.2 Termination by notice

Either party (Innocent Party) may terminate this agreement:

- (a) on 6 months' notice to the other terminating on 30 June or 31 December; or
- (b) immediately by notice to the other party (Defaulting Party) if the Defaulting Party:
 - (i) breaches any term of this agreement and fails to rectify the breach within 14 days after notice from the Innocent Party; or
 - (ii) goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration.

11.3 Automatic termination

This agreement terminates on the Member ceasing to be a member of AMCOS.

11.4 Effect of termination

The termination of this agreement does not affect any licence (other than a Blanket Licence) granted by AMCOS under this agreement prior to the date of termination of this agreement, nor will termination affect the rights and obligations of the parties to this agreement in respect of such licences.

12. Dispute resolution

12.1 Dealing with disputes

12.1.1 The parties must, without delay and in good faith, attempt to resolve any dispute that arises out of or in connection with this agreement prior to commencing any proceedings.

12.1.2 If a party requires resolution of a dispute it must do so in accordance with the provisions of this clause 12 and the parties acknowledge that compliance with these provisions is a condition precedent to any entitlement to claim relief or remedy whether by way of proceedings in a court of law or otherwise in respect of such disputes.

12.2 Resolution by management

12.2.1 If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer of the other party.

12.2.2 If the dispute is not resolved within 30 days of submission of the dispute to them, or such other time as they agree, the provisions of clause 12.3 will apply.

12.3 Conciliation

12.3.1 Disputes must be submitted to conciliation in accordance with and subject to the Institute of Arbitrators Australia Rules for the Conduct of Commercial Conciliations.

12.3.2 A party may not commence proceedings in respect of the dispute unless the dispute is not settled by conciliation within 30 days of submission to conciliation, or such other time as the parties agree.

13.1 Notices

13. Miscellaneous

- 13.1.1 A notice under this agreement:
- (a) must be in writing; and
 - (b) may be given to the addressee by:
 - (i) delivering it to the address of the addressee;
 - (ii) sending it by pre-paid registered post to the address of the addressee; or
 - (iii) sending it by facsimile to the facsimile number of the addressee,

and the notice or other communication will be deemed to have been received by the addressee on receipt.

- 13.1.2 A facsimile is deemed to have been received on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the addressee.

13.2 Amendment

This agreement may only be varied by the written agreement of the parties.

13.3 Assignment

A party may only assign a right under this agreement with the prior written consent of the other parties.

13.4 Entire agreement

- 13.4.1 This agreement embodies the entire understanding and agreement between the parties as to the subject matter of this agreement, and replaces any earlier membership agreement between the Member and AMCOS.

- 13.4.2 All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this agreement are merged in and superseded by this agreement.

13.5 Further assurance

Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to effect, perfect or complete this agreement and all transactions incidental to it.

13.6 Governing law and jurisdiction

- 13.6.1 This agreement is governed by and must be construed in accordance with the laws of New South Wales.

- 13.6.2 Each party:
- (a) irrevocably and unconditionally submits to the nonexclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from them; and
 - (b) waives any right to object to proceedings being brought in those courts for any reason.

13.7 Severance

Each of the agreements of the parties under this agreement is severable from the others and the severance of one agreement does not affect the other agreements.

13.8 Waiver

No waiver of any term of this agreement is binding on a party unless it is in writing and executed by or on behalf of that party. Any such waiver is not a waiver of any other term.

13.9 Stamp duty and other charges

The Member must promptly pay all stamp duty, fees and other taxes and charges payable in connection with this agreement or any document incidental to it.

Your signature

- ☐ *I have read and understood the **Exclusive Licence Agreement**. (Please tick the box to indicate your agreement)
- ☐ *I wish to join AMCOS on the terms set out in this Agreement.

Type in the words "Signed by me" followed by your full name in the box below:

For example: Signed by me, Jane Lisa Brown





Membership Application

We're serious about your music

Page 24a

**Confirmation of Application for membership of both
APRA and AMCOS**

Dear PATTERSON

Thank you for submitting your application for Writer Membership of both APRA and AMCOS on this day, **23/04/2013**.

Your Temporary Member Number is **783235**

Please retain this number for future reference.

Your application will now be sent to APRA|AMCOS for processing. If your application is approved, it will be submitted to the APRA and AMCOS Boards at the next Board meetings to confirm your election as a Writer Member.

We will then send you:

- a Certificate of APRA Membership
- a unique IPI Number that you will need to use in future transactions with APRA
- a Certificate of AMCOS Membership

You have also now been automatically added to the distribution list for our electronic publications, including APRA Bytes. If you are eligible, you will also receive the APRA and AMCOS annual reports by email notification and will be entitled to vote electronically at the APRA and AMCOS AGMs.

You can change these subscription arrangements at any time after you receive your Member Number and IPI Number, by logging into the Members section of the APRA|AMCOS Website.

Please **contact us** if you have any questions. We look forward to welcoming you into the APRA|AMCOS Writer Community.

End



Membership Application

We're serious about your music

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Confirmation of APRA Membership

Dear LAUREL GILLIAN SMITH

Thank you for submitting your application for APRA Writer Membership on this day, **30/06/2008**.

Your Temporary Member Number is **136225**

Please retain this number for future reference.

Your application will now be sent to APRA for processing. If your application is approved, it will be submitted to the APRA Boards at the next Board meetings to confirm your election as a Writer Member.

We will then send you an APRA Certificate of Membership and a unique IPI Number that you will need to use in future transactions with APRA.

You have also now been automatically added to the distribution list for our electronic publications, including APRA Bytes. If you are eligible, you will also receive the APRA annual reports by email notification and will be entitled to vote electronically at the APRA AGM.

You can change your subscription and electronic voting arrangements at any time after you receive your Member Number and IPI Number, by logging into the Members section of the APRA Website.

Please **contact us** if you have any questions. We look forward to welcoming you into the APRA|AMCOS Writer Community.

End