APRA Licence Application Live Performances



CLIENT NO.

Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

I/We apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire occuring at the Premises, by means of Live Artist Performers.

					GLA
Annual Rates					
Annual rates are calculat the sums which are paid by Live Artist Performers Premises, or Agents, as fo	to and/or received appearing at the	2.2% of the Applicant's Gross PLUS1.65% of Gross Sums Paid fThe annual fee is subject to a result of the applicant of the applica	or Admission.		erformers,
Annual Gross Expend	liture on Live Arti	st Performers	\$	x 2.2% =	\$
Annual Gross Sums p	aid for admission	ı	\$	x 1.65% =	\$
If figures specified are for a	a period of less than 12	2 months, specify that period: Fro	om	То	
Annual fees shall be cal a 12 month period.	lculated, for the purp	poses of this application and its	particulars, by extra	polating those	figures given over
AMOUNTS STATED O	N THIS APPLICATI	ON ARE INCLUSIVE OF 10%	GST.		
l acknowledg	If you require hel	MUST BE COMPLETED IN BLOCK (p completing this licence application please call Clie ttached to this application and agree to be bou	nt Services on 1300 852 388.	_	ted.
Legal Name of Business or Organisation (Applicant)	COMPANY / PARTNERSHIP / SOLE TRADEF	R / INCORPORATED			
Applicants ACN		Applicants ABN			
Do you operate through a Trust?	If you are a Partnership pleas ☐ Yes ☐ No	have one) must match the name of the Applica se set out above name of all principals behind	the partnership, trading as th	e name of the partner	
Trading Name of Business or Organisation	"As Trustee For (ATF)".	ond with the name of the Trust. The entity/com	pany bening the Trust must t	e entered against nan	ne or Applicant above
Address	PREMISES / TRADING NAME				
Address	ADDRESS				
				POSTO	CODE
Address for Correspondence	ADDRESS				
			POSTCODE	MOBI	LE
Date on which music usage	EMAIL			PHON	IE .
commenced	COMMENCEMENT DATE			FAX	
	MR/MRS/MISS/MS GIVEN NAME((S)	SURNAME		

This application form will only constitute a Licence Agreement when the Applicant receives a signed agreement from APRA|AMCOS. APRA|AMCOS may refuse to grant a Licence Agreement or may return it to you for corrections where the information contained in this application is incorrect or incomplete.

DATE

SIGNATURE

DIRECTOR / PROPRIETOR / AUTHORISED REPRESENTATIVE

Position of Person Signing

Signed by/on behalf of the Applicant

APRA Licence Agreement Live Performances



1. SCOPE OF THE LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.2 The licence in clause 1.1 does not include or authorise:
 - (a) the public reception of any performance beyond the precincts of the Premises;
 - (b) the performance of Grand Right Works in their entirety;
 - (c) the performance in whole or in part of any musical work in a Dramatic Context;
 - (d) the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - (e) the performance of any choral work of more than 20 minutes duration in its entirety;
 - (f) the performance of any music and associated words so as to burlesque or parody the work;
 - (g) the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - (h) the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or
 - (i) any other right not expressly granted under this agreement.

2. DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's notice terminating on the anniversary of the expiry of the initial period.

3. CALCULATION OF AMOUNT PAYABLE

The Applicant must pay APRA, for each Licence Year, an amount equal to the greater of:

- (a) the amount calculated in accordance with the formula specified on the front of this agreement using:
 - (i) the Gross Expenditure on Live Artist Performers for that Licence Year; and
 - (ii) the Gross Sums Paid for Admission during that Licence Year; and
- (b) the minimum annual fee current for that Licence Year

4. SUPPLY OF INFORMATION

- 4.1 The Applicant must notify APRA within 14 days after the end of each Licence Year of:
 - (a) the Gross Expenditure on Live Artist Performers for that Licence Year; and
 - (b) the Gross Sums Paid for Admission during that Licence Year.
- 4.2 The information required under clause 4.1 must be certified by the Applicant or, if the Applicant is a corporation, by an officer of the Applicant.
- 4.3 The Applicant must notify APRA within 28 days of any change to the particulars on the front of this agreement.
- 4.4 The Applicant must, within 28 days after APRA's request, supply APRA with a list of:
 - (a) all music performed at the Premises;
 - (b) the number of times performed; and
 - (c) the duration of each performance,
 - in the form and for any period specified by APRA from time to time.

5. CONFIDENTIALITY

- 5.1 Subject to clause 5.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- 5.2 APRA may disclose this information to its auditors and other professional advisers.

6. PAYMENT

- 6.1 At the commencement of each Licence Year, APRA will issue an invoice for a provisional amount payable being:
 - (a) for the first Licence Year, the greater of:
 - (i) the amount calculated in accordance with the formula and using the information supplied by the Applicant on the front of this agreement; and
 - (ii) the minimum annual fee current for that Licence Year; and
 - (b) for each subsequent Licence Year, the greater of:
 - (i) the amount calculated in accordance with the formula on the front of this agreement using the information supplied by the Applicant under clause 4.1 for the previous Licence Year; and
 - (ii) the minimum annual fee current for that Licence year.
- 6.2 The Applicant must pay any invoice issued by APRA under clause 6.1 within 14 days after the date of the invoice.
- 6.3 On APRA's receipt of the information under clause 4.1, APRA must calculate the amount payable for the immediately preceding Licence Year in accordance with clause 3.
- 6.4 If the amount payable for a Licence Year exceeds the provisional amount paid by the Applicant under clause 6.1, the Applicant must pay the excess to APRA within 14 days after the date of the invoice.
- 6.5 If the amount payable for a Licence Year is less than the provisional amount paid by the Applicant under clause 6.1, APRA must at its option either credit or refund the amount of the difference to the Applicant.
- 6.6 On APRA's receipt of the information under clause 8, APRA may issue an invoice for any additional amounts. The Applicant must pay any invoice issued under this clause within 14 days after the date of the invoice.

7. RECORDS

The Applicant must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to APRA under this agreement can be properly ascertained.

8. AUDIT OR EXAMINATION

- 8.1 APRA may on 7 days notice to the Applicant audit or examine the Applicants books of account and other records to:
 - (a) determine the correctness of any report or payment under this agreement; or
 - (b) in the case of a failure by the Applicant to provide information in accordance with clause
 - 4.1, to obtain information required to be provided under that clause.
 - 2 The Applicant must pay the cost of the audit or examination if it:

 (a) establishes that the information provided by the Applicant resulted in the amounts payable under this agreement being understated by more than 5%; or
 - (b) is undertaken under clause 8.1(b).

9. TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- (a) fails to pay any sum when due under this agreement within 14 days after the due date;(b) breaches any other term of this agreement and fails to remedy the breach within 7 days
- after being a consection goes into liquidation has a receiver or receiver and manager appoints.
- (c) being a corporation, 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; or
- (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

10. DEFINITIONS

In this agreement:

Agent means any agent, manager, assistant or associate of the Live Artist Performer.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

Gross Expenditure on Live Artist Performers means all monies and the monetary value of all benefits receivable directly or indirectly by the Live Artist Performer including all salaries, wages, profit shares, allowances, accommodation, travelling and other expenses (but excluding Gross Sums Paid for Admission and government taxes or other charges) and whether receivable by the Live Artist Performer or an Agent.

Gross Sums Paid for Admission means the total amount:

(a) paid for admission to any entertainment at which live music is performed in public at the Premises (but excluding government taxes or other charges); and

(b) receivable directly or indirectly by the Live Artist Performer or an Agent.

Licence Year means any 12 month period commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

Live Artist Performer means any performer participating in the performance of music including featured and associated singers, musicians, dancers, models and conductors.

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which is owned or controlled by APRA for Australia.

11. DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRA|AMCOS.

12. NOTICES

- 12.1 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, or
 - and the notice will be deemed to have been received by the party on receipt.
- 12.2 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.

13. MISCELLANEOUS

- 13.1 No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- 13.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- 13.3 This agreement may only be varied by the written agreement of the parties.
- 13.4 The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this agreement.
- 3.5 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.

14. PRIVACY NOTICE

OFFICE USE ONLY								
SIGNED AS AGREED BY APRA APRA accepts the application and grants a licence on the terms set out in this Licence Agreement. For and on behalf of APRA by its duly authorised officer:								
SIGNATURE			DATE					
CLIENT NO	GST EXCLUSIVE FEE	RECEIVED	PREMISES TYPE CODE					

APRA|AMCOS Licence Application

Corporate Music Use



CLIENT NO

Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

I/We apply for the following licence(s) from APRA|AMCOS which, subject to the terms set out on the accompanying pages, authorises the performance in public and/or the Communication of Works within APRA's repertoire and/or the reproduction of Works within AMCOS' repertoire in the circumstances and by the method(s) described below:

- to perform by any means whatsoever for the benefit of the employees, at the Applicant's premises, and at functions and places to which the general public is not admitted (Music In The Workplace Public Performance);
- to reproduce for use as Music In the Workplace (Music In The Workplace Reproduction); to communicate by the use of radio, CD, tape or other storage device when operated by way of audio device on a telecommunication system to telephone callers on hold (Music On Hold Communication);
- to reproduce for use as Music On Hold (Music In The Workplace Reproduction);
- to perform by the means specified below for use as background music to areas of the Applicant's premises to which the general public is admitted (Background Music Public Performance); and/or
- to reproduce for use as Background Music (Background Music Reproduction).

MUSIC IN THE WORKPLACE (Public Performance)	No Of Full Time Employees	Annual Rate*	Total \$
Public Performance (GNB): The Annual Rate* is 88 cents per Employee of the Applicant,			
Subject to a Minimum Fee* of \$58.55		X \$0.88	
Reproduction (RNB): The Annual Rate* is 88 cents per Employee of the Applicant, Subject to a			
Minimum Fee* of \$58.55		X \$0.88	

MUSIC ON HOLD							
External Lines Per Location		Annual Rate Per Location*	No. Of Locations**		Annual Rate Per Location*	No. Of Locations**	Total \$
1-5 lines	Communication	\$145.23		Reproduction	\$36.31		
6-10 lines	(GMH)	\$229.34		(RMH)	\$57.34		
11-25 lines		\$397.53			\$99.39		
26-50 lines	1	\$802.69		1	\$99.39		
51-100 lines		\$1,376.06			\$99.39		
101-200 lines		\$2,446.30			\$99.39		
201-300 lines		\$4,281.02			\$99.39		
301-400 lines		\$5,657.07			\$99.39		
Additional lines (above 400)		\$15.29 per line			\$3.81 per line		

	ROUND MUSIC (BG) # Performance)			Size	(m2)			Licensed Area (m2)	Total \$
Public	Performance	up to 150	150-499	500-999	1000-1999	2000-4999	+1000m2		
Tier 1	1 Device – radio/TV##	\$72.77	\$84.91	\$121.29	\$181.93	\$339.59	\$121.29		
Tier 2	1 Device – CD/DVD/Video	\$121.29	\$145.54	\$218.31	\$363.85	\$606.42	\$145.54		
Tier 3	1-4 Devices and/or Multi-channel Device of up to 4 streams and/or jukebox	\$194.05	\$278.95	\$412.36	\$630.68	\$1,030.90	\$194.05		
Tier 4	5 or more Devices and/or Multi-channel Device of 5 or more streams and/or jukebox	\$363.85	\$545.78	\$800.46	\$1,212.82	\$1,940.53	\$363.85		

BACKGROUND MUSIC (REPRODUCTION) (RBC) Annual Rate per Number of Tracks Number of tracks copied Total \$ up to 499 500-999 for each additional 500 \$145.54 \$242.55 \$97.03

If you require this licence only for a single portable radio, TV, CD, DVD or video player that does not have separate speakers and is not audible throughout the whole of the Premises, the licence fee will be the lowest fee in Tier 1 or 2 as applicable

If you require help completing this licence application please call Client Services on 1300 852 388 I acknowledge that I have read the terms attached to this application and agree to be bound by those terms should my application be accepted.

Legal Name of Business or Organisation (Applicant)

Applicants ACN

COMPANY / PARTNERSHIP / SOLE TRADER / INCORPORATED

Applicants ABN

The ACN and/or ABN (if you have one) must match the name of the Applicant. ABN and Trust details not required if ACN provided. If you are a Partnership please set out above name of all principals behind the partnership, trading as the name of the partner

Do you operate through a Trust?

☐ Yes ☐ No

NAME OF TRUST

ABN The Trust ABN must correspond with the name of the Trust. The entity/company behind the Trust must be entered against name of Applicant above "As Trustee For (ATF)".

Trading Name of Business or Organisation

PREMISES / TRADING NAME

Address

ADDRESS

Address for Correspondence

ADDRESS

FMAII

Date on which music usage commenced

Position of Person Signing

Signed by/on behalf of the Applicant

DIRECTOR / PROPRIETOR / AUTHORISED REPRESENTATIVE

GIVEN NAME(S)

incorrect or incomplete. Address: 16 Mountain St, Ultimo NSW 2007 **Mailing Address**: Locked Bag 5000, Strawberry Hills NSW 2012

COMMENCEMENT DATE

MR/MRS/MISS/MS

SURNAME

POSTCODE

PHONE

FAX

AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST

^{*}The annual rates set out above for Music on Hold and Music in the Workplace are current from 1 December 2012 to 30 November 2013
**Where multiple locations are to be covered under this application, a schedule must be attached providing the relevant details of each location

[#] Annual rate set out for Background Music — Public Performance are current from 1 January 2013 until 31 December 2013. The rates will increase annually in accordance with the October 2006 determination of the Copyright Tribunal until 31 December 2009,

APRA|AMCOS Licence Agreement - Corporate Music Use



SCOPE OF LICENCE

- APRA grants the Applicant a licence to perform in public and/or communicate Works within APRA's repertoire for the Purpose.

- The licence in clause 1.1 does not include or authorise:
 the public reception of any performance beyond the precincts of the Premises;
 the performance or communication of grand right Works in their entirety;
 the performance in whole or in part of any musical work in a Dramatic Context;
 the performance in whole or in part of any music and associated words composed or used for
 a ballet if accompanied by a visual representation of that ballet;
- the performance or of any choral work of more than 20 minutes duration in its entirety
- the performance or of any music and associated words so as to burlesque or parody the
- work;
 the performance or of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 the performance or communication of any sound recording (this permission is obtained from the Phonographic Performance Company Of Australia Limited (PPCA)); or any other right not expressly granted under this agreement.

 AMCOS grants the Applicant a licence to reproduce Works with AMCOS' Repertoire for the

- The licence in clause 1.3 does not include or authorise:
- the reproduction of any musical work into an Advertisement; the reproduction of any musical work into any Record or film, if the reproductions of the Record or film will be released for theatrical exhibition or sale or hire to the public in any
- the reproduction of any musical work with new or substituted lyrics, or any lyrics which have been notified by AMCOS as prohibited; the reproduction of any musical work or lyrics in a graphic form;
- the reproduction of any sound recording (this permission is obtained from the PPCA or directly from record labels);
- the reproduction of any Production Music; or
- any other right not expressly granted under this agreement.

DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's written notice terminating on the anniversary of the expiry of the initial period.

CALCULATION OF AMOUNT PAYABLE

- Subject to this clause 3, for each Purpose, the licence fee for each Licence Year is to be calculated as set out on the front of this agreement.
- If a minimum fee is specified for a Purpose, the Applicant must pay the higher of the licence fee calculated in accordance with the front of this agreement, and the minimum fee.

 On 1 December each year (but in the case of Background Music Public Performance, on
- 1 January each year but only from 1 January 2010), the GST exclusive annual rates and the exclusive minimum annual fee set out on the front of this agreement will be increased by the percentage increase if any in the Consumer Price Index between the then preceeding 2
- September Quarters.

 3.4 On receipt of the information under clause 4, APRA|AMCOS may issue an invoice for any additional amounts payable, and may reassess the amount payable for any subsequent

SUPPLY OF INFORMATION

- The Applicant must notify APRA|AMCOS within 14 days after the end of each Licence Year of the number of Employees employed as at the last day of the Licence Year.

 APRA|AMCOS may require the Applicant to provide the information required under clause
- 4.1 in the form of a statutory declaration.

 Applicant must notify APRA/AMCOS within 28 days of any change to the particulars on the front of this agreement.
- The Applicant must, on request by APRA|AMCOS, supply APRA|AMCOS with a list of all music performed or reproduced at the Premises in the form and for the period specified by APRA|AMCOS from time to time.

5. CONFIDENTIALITY

- Subject to clause 5.2, APRAJAMCOS agree to treat as confidential, during and after the term of this agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.

 APRA|AMCOS may disclose this information to their auditors and other professional
- advisers

PAYMENT

The Applicant must pay the amount payable calculated in accordance with clause 3 for each licence Year within 14 days after the date of APRA|AMCOS' invoice stating the amount payable for the Year.

RECORDS

The Applicant must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to APRA|AMCOS under this agreement can be properly ascertained.

AUDIT OR EXAMINATION

- APRA|AMCOS may on 7 days notice to the Applicant audit or examine the Applicants' books of account and other records to:

- determine the correctness of any report or payment under this agreement; or in the case of a failure by the Applicant to provide information in accordance with clause 4.1, to obtain information required to be provided under that clause.

 The Applicant must pay the cost of the audit or examination if it: establishes that the information provided by the Applicant resulted in the amounts payable under this agreement being understated by more than 5%; or its undertaken under clause 8.1(b).
- is undertaken under clause 8.1(b).

TERMINATION APRAIAMCOS ma

S may immediately terminate this agreement by notice to the Applicant if the

- fails to pay any sum when due under this agreement within 14 days after the due date;
- breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA|AMCOS;
- being a corporation, 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; or
- being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

10. DEFINITIONS

In this agreement:

Advertisement means any audio or audiovisual production which is 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;

Communication means to electronically transmit;

Consumer Price Index means the index of that title All Groups Sydney published by the Australian Bureau of census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and September Quarter means quarter year ending 30 September. **Device** means any device referred to on the front of this agreement. **Dramatic Context** means in conjunction with acting, costumes, scenic accessories, scripted

dialogue or other dramatic effects, or as a ballet.

Employee means full time employees of the applicant or full time equivalents.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

Licence Year means any 12 month period commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case

Licensed Area means that part of the Premises where Works within APRA|AMCOS's Repertoire performed under this agreement are audible.

Multi-channel Device means any equipment capable of playing more than one stream of music at the same time;

Performance has the same meaning as in the Copyright Act 1968; Production Music means any musical work for which AMCOS is also granted the right to

license the reproduction of the sound recording of that work; **Purpose** means for use as Music in the Workplace, Music on Hold and/or Background Music at the Premises, as indicated on the front of this agreement;

Record includes a disc, tape, paper, electronic file or other device in which sounds are embodied; Reproduction has the same meaning as in the Copyright Act 1968,

Size means the floor space of the Licensed Area measured from wall to wall, in metres squared;

Works within AMCOS' Repertoire means all musical works and associated literary works for which AMCOS is entitled to grant the licence referred to in clause 1.3 of this agreement, except Production Music; and

Works within APRA's Repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the rights of Public Performance and of which are owned or controlled by APRA|AMCOS for Australia.

11. DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRA|AMCOS.

12. NOTICES

- 12.1 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;

- sending it by pre-paid post to the address of the party; or 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.
- 12.2 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.

13. MISCELLANEOUS

- No waiver by APRA|AMCOS of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement
- 13.2 This agreement is personal to the Applicant. Applicant is not entitled to assign any of its rights without APRA|AMCOS' prior written consent.
- 13.3 This agreement may only be varied by the written agreement of the parties.
 13.4 The Applicant must pay to APRA|AMCOS within 14 days after the date of an invoice issued by APRA|AMCOS an amount on account of stamp duties and taxes, arising in respect of this
- 13.5 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

14. PRIVACY NOTICE

OFFICE USE ONLY					
SIGNED AS AGREED BY APRA APRA accepts the application and grants a licence on the terms set out in this Licence Agreement. For and on behalf of APRA by its duly authorised officer:		SIGNED AS AGREED BY AMCOS AMCOS accepts the application and grants a licence on the terms set out in this Licence Agreement. For and on behalf of AMCOS by its duly authorised officer:			
SIGNATURE	DATE	SIGNATURE	DATE		
CLIENT NO.	GST EXCLUSIVE FEE	RECEIVED	PREMISES TYPE CODE		

APRA Licence Application Fitness Classes

Annual Rates

Tariff A



Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

I/We apply for a licence from APRA that, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire during Fitness Classes at the Premises.

Licensees must choose Tariff A or B at the commencement of the Licence Year. This tariff will be applied for the duration of that Licence Year.

Annual Number of Fitne	ess Classes	:	x \$2.50 p	er fitness cla	ass =	\$	
Year 1 (1 July 2011 – 30 June	2012) \$1.	50 per class]				
Year 2 (1 July 2012 – 30 June	2013) \$2.	00 per class					
Year 3 (1 July 2013 – 30 June	2014) \$2.	50 per class					
From 1 July 2014, the Year 3 rat	e will be incre	ased in accordan	ce with the CPI.				
OR							
Tariff B							
Annual number of fitne	ss classes	with 10 or fe	ewer participants:		x \$1.5	0 per class =	\$
Annual number of fitne	ss classes	with more th	nan 10 participants:		x \$3.50	0 per class =	\$
Year 1 (1 July 2011 – 30 June	2012) \$0.	90c per class wit	th 10 or fewer participants	and \$2.10 per class	s with more	than 10 participants	S
Year 2 (1 July 2012 – 30 June	2013) \$1.	20 per class with	n 10 or fewer participants,	and \$2.80 per class	with more	than 10 participants	
Year 3 (1 July 2013 – 30 June	2014) \$1.	50 per class with	n 10 or fewer participants,	and \$3.50 per class	with more	than 10 participants	
From 1 July 2014, the Year 3 rat	e will be incre	ased in accordan	nce with the CPI.				
AMOUNTS STATED ON THI	S APPLICAT	ON ARE INCL	USIVE OF 10% GST.				
			UST BE COMPLETED				
l acknowledg			ompleting this licence application and checking this application and checking the checking the control of the checking the				n be accepted.
Legal Name of Business or							
Organisation (Applicant)	COMPANY / PARTNE	RSHIP / SOLE TRADER / IN	CORPORATED				
Applicants ACN				icants ABN			
			ve one) must match the nam set out above name of all pri				
Do you operate through a Trust?	☐ Yes ☐ No	If yes:					
		must correspond	E OF TRUST with the name of the Trust.	The entity/company b	behind the 1	Trust must be entered a	ABN against name of Applicant above
Trading Name of Business	"As Trustee Fo	r (AIF)".					
or Organisation	PREMISES / TRADINO	NAME					
Address							
	ADDRESS						
							POSTCODE
Address for Correspondence	ADDRESS						
	ADDRESS						
						POSTCODE	MOBILE
	EMAIL						PHONE
Date on which music usage	LIVIPALE						THORE
commenced	COMMENCEMENT D	ATE					FAX
Docition of Dorson Cianina	MR/MRS/MISS/MS	GIVEN NAME(S)				SURNAME	
Position of Person Signing	DIRECTOR / PROPRIE	TOR / AUTHORISED REPRE	ESENTATIVE				
Signed by/on behalf of the Applicant							
	SIGNATURE	only constitute a L	icence Agreement when the	Annlicant receives a s	inned anne	ement from APRAIAMC	DATE

APRA Licence Agreement Fitness Classes



- APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement. The licence in clause 1.1 does not include or authorise:
- - the public reception of any performance beyond the precincts of the Premises; the performance of Grand Right Works in their entirety; the performance in whole or in part of any musical work in a Dramatic Context; the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet; the performance of any choral work of more than 20 minutes duration in its entirety;

 - the performance of any music and associated words so as to burlesque or parody the work:
 - the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - the performance of any sound recording (this licence may be obtained from the Phonographic Performance Company of Australia Limited); or any other right not expressly granted under this agreement.

DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 3 months' notice terminating on the anniversary of the expiry of the initial period. **CALCULATION OF AMOUNT PAYABLE**The Applicant must pay APRA for each Licence Year, the amount calculated in accordance with the formula specified on the front of this agreement for the Tariff selected using:

- (a) the annual rates current for that Licence Year; and
 (b) the number of Fitness Classes conducted during that Licence Year.
 From and including 1 July 2014 on 1 July each year, the GST exclusive annual rates will be calculated by increasing the then current GST exclusive annual rates by the percentage increase in the Consumer Price Index between the last 2 September Quarters SUPPLY OF INFORMATION

- The Applicant must notify APRA within 14 days after the end of each Licence Year of (a) the number of Fitness Classes conducted during that Licence Year, having regard to the Tariff selected for that Licence Year; and
- (b) the Tariff selected to be applied for the next Licence Year that has commenced. APRA may require the Applicant to provide the information required under clause 4.1(a) in the form of a statutory declaration.
- The Applicant must notify APRA within 28 days of any change to the particulars on the front of this agreement.
- The Applicant must, on request by APRA, supply APRA with a list of all music performed at the Premises in the form and for the period reasonably specified by APRA from time

CONFIDENTIALITY

- Subject to clause 5.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- APRA may disclose this information to its auditors and other professional advisers.

- At the commencement of each Licence Year, APRA will issue an invoice for a provisional amount payable:
 - (a) for the first Licence Year, calculated in accordance with the formula for the relevant Tariff and using the information supplied by the Applicant on the front of this
 - (b) for each subsequent Licence Year, calculated in accordance with the formula for the relevant Tariff using the information supplied by the Applicant under clause 4.1 for the previous Licence Year.
- The Applicant must pay any invoice issued by APRA under clause 6.1 within 14 days after the date of the invoice
- On APRA's receipt of the information under clause 4.1, APRA must calculate the amount payable for the immediately preceding Licence Year in accordance with clause 3 and issue an invoice for the licence fees payable.
- If the amount payable for a Licence Year exceeds the provisional amount paid by the Applicant under clause 6.1, the Applicant must pay the excess to APRA within 14 days after the date of the invoice.
- If the amount payable for a Licence Year is less than the provisional amount paid by the Applicant under clause 6.1, APRA must at its option either credit or refund the amount of difference to the Applicant.
- On APRA's receipt of the information under clause 8, APRA may issue an invoice for any additional amount payable. The Applicant must pay any invoice issued under this clause within 14 days after the date of the invoice.
 Unless otherwise indicated, amounts stated in this agreement do not include GST.
- In relation to any GST payable for a taxable supply by a party under this agreement, the
- recipient of the supply must pay the GST subject to the supplier providing a tax invoice. Terms used in this clause 6 which are defined in the GST Act have the same meaning as in the GST Act.

RECORDS

The Applicant must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to APRA under this agreement can be properly

AUDIT OR EXAMINATION

- APRA may on 14 days notice to the Applicant audit or examine the Applicants books of account and other records to:

 - determine the correctness of any report or payment under this agreement; or in the case of a failure by the Applicant to provide information in accordance with clause 4.1, to obtain information required to be provided under that clause.
- The Applicant must pay the cost of the audit or examination if it:
 (a) establishes that the information provided by the Applicant resulted in the amounts payable under this agreement being understated by more than 5%; or
 - is undertaken under clause 8.1(b).

TERMINATION

- APRA may immediately terminate this agreement by notice to the Applicant if the Applicant: (a) fails to pay any sum when due under this agreement within 14 days after the due
- (b) breaches any other term of this agreement and fails to remedy the breach within 7
- days after being requested in writing to do so by APRA; being a corporation, 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; or being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

DEFINITIONS

In this agreement:

Applicant means the person identified in this application as carrying on the business the subject of the application;

Consumer Price Index means the Index of that title All Groups Sydney published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and **September Quarter** means quarter year ending 30 Septémber.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Fitness Centre means a commercial premises whose facilities are designed for the purpose of physical exercise and/or Fitness Classes.

Fitness Class means a structured form of exercise conducted in a class environment on a commercial basis whether at a Fitness Centre or by a freelance fitness instructor, which

- directed (whether by a fitness instructor, video instruction or otherwise); and
- (b) included in a published time-table or advance notification to otherwise), and includes, without limitation, the following types of classes:- aerobics, circuit, dance, cycle/spin, strength/resistance, hybrid, boxing/combat, flexibility/stretching/abdominal, including yoga and pilates, specialty, aqua and age/lifestyle.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar

as it consists of words and music written expressly for it. (GST Act means the A New Tax System (Goods and Services Tax) Act 1999;

Licence Year means any 12 month period commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

Premises means the business address of the Applicant as set out on the front of the agreement or in the attached schedule if there is more than one address;

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which is owned or controlled by APRA for Australia.

DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA's alternative dispute resolution mechanism. The dispute resolution mechanism can be obtained from APRA and is also on the APRA website at www.apra-amcos.com.au **NOTICES**

- 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. 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. **MISCELLANEOUS**

- No waiver by APRA of any breach of any provision of this agreement operates as a waiver
- of another breach of the same or of any other provision of this agreement.

 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.

 This agreement may only be varied by the written agreement of the parties.
- The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this agreement. 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

PRIVACY NOTICE

OFFICE USE ONLY			
SIGNED AS AGREED BY APRA APRA accepts the application and grants a licence on the to	erms set out in this Licence Agreement. For and on behalf	of APRA by its duly authorised officer:	
SIGNATURE			DATE
CLIENT NO.	GST EXCLUSIVE FEE	RECEIVED	PREMISES TYPE CODE

APRA Licence Application Recorded Music for Dance Use



CLIENT NO.

Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

I/We apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire by means of recorded music for the purpose of Dance Use at Venues, including but not limited to a hotel, club, bar, restaurant or nightclub.

The Annual Rates set out below for Recorded Music for Dance Use are current from 1 November 2012 to 31 October 2013. Annual Rates for 1 November 2013 to 31 October 2014; and 1 November 2014 to 31 October 2015 are annexed to this application. After 31 October 2015 clause 3.2 applies.

Annual Rates	78 cents per person admitted to the Venue*	
Annual number of person Venue:	ons admitted to the x 78c = \$	
If figures specified are for than 12 months, specify t		
	culated, for the purposes of this licence, by extrapolating those figures given over a 12 mont enumber of persons admitted are not submitted, APRA reserves the right to charge licence f	
Capacity of premises:	Nights of Operation:	
	I THIS APPLICATION ARE INCLUSIVE OF GST. ove is current from 1 November 2012 to 31 October 2013.	
l acknowledg	THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED If you require help completing this licence application please call Client Services on 1300 852 388. ge that I have read the terms attached to this application and agree to be bound by those terms should my application b	e accepted.
Legal Name of Business or		
Organisation (Applicant)	COMPANY / PARTNERSHIP / SOLE TRADER / INCORPORATED	
Applicants ACN	Applicants ABN	CNdd.d
Do wow anamata through a	The ACN and/or ABN (if you have one) must match the name of the Applicant. ABN and Trust details not required if Au If you are a Partnership please set out above name of all principals behind the partnership, trading as the name of the	
Do you operate through a Trust?	□ Yes □ No If yes :	
	NAME OF TRUST The Trust ABN must correspond with the name of the Trust. The entity/company behind the Trust must be entered aga	ABN inst name of Applicant above
Trading Name of Business or Organisation	"As Trustee For (ATF)".	
or organisation	PREMISES / TRADING NAME	
Address	ADDRESS	
Address for Comment		POSTCODE
Address for Correspondence	ADDRESS	
	DOCTOR	MORILE
	POSTCODE	MOBILE
Date on which music usage	EMAIL	PHONE
commenced	COMMENSATIVITY	- FAV
	COMMENCEMENT DATE	FAX
	MR/MRS/MISS/MS GIVEN NAME(S) SURNAME	
Position of Person Signing	DIRECTOR / PROPRIETOR / AUTHORISED REPRESENTATIVE	
Signed by/on behalf of the Applicant		
or the Applicant	SIGNATURE	DATE

APRA Licence Agreement Recorded Music for Dance Use



- APRA grants the Applicant a licence to perform in public APRA Works in the circumstances and by the methods described on the front of this agreement.
- 12 The licence in clause 1.1 does not include or authorise:
 - (a) the public reception of any performance beyond the precincts of the Venue;
 - (b) the performance of Grand Right Works in their entirety;
 - (c) the performance in whole or in part of any musical work in a Dramatic Context;
 - the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - the performance of any choral work of more than 20 minutes duration;
 - the performance of any music and associated words so as to burlesque or parody the
 - the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited; (q)
 - the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or
 - any other right not expressly granted under this agreement.

DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's notice terminating on the anniversary of the expiry of the initial period.

CALCULATION OF AMOUNTS PAYABLE

- Subject to clause 3.3, the Applicant must pay APRA for each Licence Year, the amount calculated in accordance with the formula specified on the front of this agreement using:
 - (a) the annual rate current for that Licence Year;
 - (b) the number of persons admitted to the Venue during that Licence Year.
- On 1 November each year, the GST exclusive annual rate will be calculated by increasing the then current GST exclusive annual rate by the percentage increase in the Consumer Price Index between the last 2 September Quarters.
- If APRA is satisfied that the Premises are being operated for charitable purposes, APRA may waive the whole or part of the amount payable calculated in accordance with clause 3.1. 3.3

SUPPLY OF INFORMATION

- The Applicant must notify APRA within 14 days after the end of each Licence Year of the number of persons admitted to the Venue, during that Licence Year.

 APRA may require the Applicant to provide the information required under clause 4.1 in the
- form of a statutory declaration.
- The Applicant must notify APRA within 28 days of any change to the particulars on the front
- The Applicant must, on request by APRA, supply APRA with a list of all music performed at the Venue in the form and for the period specified by APRA from time to time. 4 4

CONFIDENTIALITY

- Subject to clause 5.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- APRA may disclose information to its auditors and other professional advisers.

PAYMENT

- At the commencement of each Licence Year, APRA will issue an invoice for a provisional amount payable:
 - (a) for the first Licence Year, calculated in accordance with the formula and using the information supplied by the Applicant on the front of this agreement; and
 - for each subsequent Licence Year, calculated in accordance with the formula on the front of this agreement using the information supplied by the Applicant under clause 4.1 for the previous Licence Year.
- The Applicant must pay any invoice issued by APRA under clause 6.1 within 14 days after the date of the invoice.
- On APRA's receipt of the information under clause 4.1, APRA must calculate the amount payable for the immediately preceding Licence Year in accordance with clause 3.
- If the amount payable for a Licence Year exceeds the provisional amount paid by the Applicant under clause 6.1, the Applicant must pay the excess to APRA within 14 days after the date of
- If the amount payable for a Licence Year is less than the provisional amount paid by the Applicant under clause 6.1, APRA must at its option either credit or refund the amount of difference to
- On APRA's receipt of the information under clause 8, APRA may issue an invoice for any additional amount payable. The Applicant must pay any invoice issued under this clause within 14 days after the date of the invoice.

CLIENT NO.

The Applicant must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to APRA under this agreement can be properly ascertained.

- **AUDIT OR EXAMINATION**APRA may on 14 days notice to the Applicant audit or examine the Applicants books of account and other records to:
 - determine the correctness of any report or payment under this agreement; or
 - (b) in the case of a failure by the Applicant to provide information in accordance with clause 4.1, to obtain information required to be provided under that clause.
 The Applicant must pay the cost of the audit or examination if it:
 (a) establishes that the information provided by the Applicant resulted in the amounts payable

GST EXCLUSIVE FEE

TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- (a) fails to pay any sum when due under this agreement within 14 days after the due date;
- breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- being a corporation, 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; or
- being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

DEFINITIONS

In this agreement:

APRA Works means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which is vested in APRA for Australia.

Consumer Price Index means the index of that title All groups Sydney published by the Australian Bureau of census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and September Quarter means quarter year ending 30 September. Dance Use means the use of APRA Works for the purpose of dancing.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

Licence Year means any 12 month period commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may

Venue means a licensed premises that:

- (a) is used for providing music for dancing; and (b) uses recorded APRA Works as the primary form of music for dancing; and
- has a dance floor or other area for dancing or charges an entry fee (even if the fee is not charged to all patrons); and
- (d)
- is not being used for:
 (i) a private function;
 - a Dance or Dance Party;

(iv) an event that features ballroom or similar traditional dancing; or (iv) an event for underage persons (such as a "blue light" disco)

The definition includes a Venue operating within a multi purpose premises in a physically separate area of that premises, where that separate area satisfies the above criteria.

Capacity means the capacity of the premises as determined by the relevant Liquor Licensing Board;

DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRA|AMCOS.

NOTICES

- 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.

 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.

MISCELLANEOUS

- No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.

 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- This agreement may only be varied by the written agreement of the parties.

 APRA may vary the terms of this agreement, including the rate applicable, by notice to the Applicant. Within 30 days after the date of such notice the Applicant may terminate the agreement with immediate effect. If the Applicant continues to exercise the rights granted under this agreement 30 days after the date of the notice, the agreement will continue as varied.
- The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA
- an amount on account of stamp duties and taxes, arising in respect of this agreement.

 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.

Interference information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA and will not be disclosed to any third parties except in accordance with the privacy policy of APRA. The privacy policy can be obtained from APRA.

PREMISES TYPE CODE

under this agreement being understated by more than 10%; or (b) is undertaken under clause 8.1(b).	
OFFICE USE ONLY	
SIGNED AS AGREED BY APRA APRA accepts the application and grants a licence on the terms set out in this Licence Agreement. For and on behalf of APRA by its duly authorised officer:	
SIGNATURE	DATE

RECEIVED

Annexure Recorded Music for Dance Use



RATES ANNEXURE TO RECORDED MUSIC FOR DANCE USE LICENCE SCHEME

PART A – PREVIOUS ANNUAL RATE PHASE-IN TIMETABLE (now superseded, refer to PART B)

ANNUAL RATE per person admitted to the Venue per night of operation							
1 Nov 2008	1 Nov 2009	1 Nov 2010	1 Nov 2011	1 Nov 2012 & thereafter *			
Year 1	Year 2	Year 3	Year 4	Year 5 & thereafter *			
\$0.51	\$0.64	\$0.78	\$0.91	\$1.05			

Amounts stated are inclusive of GST

PART B – REVISED ANNUAL RATE PHASE-IN TIMETABLE (effective as of 1 November 2011)

ANNUAL RATE per person admitted to the Venue per night of operation							
01/11/2008	01/11/2009	01/11/2010	01/11/2011	01/11/2012	01/11/2013	01/11/2014	01/11/2015 and thereafter*
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 and thereafter*
\$0.51	\$0.64	\$0.64	\$0.78	\$0.78	\$0.91	\$0.91	\$1.05

Amounts stated are inclusive of GST

^{*} Subject to yearly increase in accordance with the Consumer Price Index

^{*} Subject to yearly increase in accordance with the Consumer Price Index

APRA Licence Application Karaoke



Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

I/We apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire at the Premises, being a club, hotel, nightclub, restaurant or similar venue by means of recorded music (other than those contained in a coin operated machine), where the music is provided for the purpose of accompanying singing by patrons **(Karaoke).**

CLIENT NO.

AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST. * The rates set out above are current from 1 December 2012 to 30 November 2013. ** The rates set out above are current from 1 December 2012 to 30 November 2013. ** The rates set out above are current from 1 December 2012 to 30 November 2013. ** The rates set out above are current from 1 December 2012 to 30 November 2013. ** The rates set out above are current from 1 December 2012 to 30 November 2013. ** The rates set out above are current from 1 December 2012 to 30 November 2013. ** The rates set out above are set under the terms attached to this application and agree to be bound by those terms should my application be accepted. ** Legal Name of Business or Organisation (Applicant) ** Postion of Posson Signing ** Trading Name of Business or Organisation ** Trading Name of Business or Organisat						GFK
Number of days per year: x \$17.89 = \$ AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST. * The rates set out above are current from 1 December 2012 to 30 November 2013. THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED By an expain help it amplication plane and to this application and agree to be bound by those terms should my application be accepted. Legal Name of Business or Organisation (Applicant) Applicants ACN The ACN and/or ABN (if you have one) must match the name of the Applicant ABN and Trust details not required if ACN provided. If you are a Partnership please set out above name of all principals behind the partnership, trading as the name of the partnership, trading as the name of Applicant above "As Trustee For (ATP)". The Tasts ABN must correspond with the name of the Trust. The entity/company behind the Trust must be entered against name of Applicant above "As Trustee For (ATP)". The Tasts ABN must correspond with the name of the Trust. The entity/company behind the Trust must be entered against name of Applicant above "As Trustee For (ATP)". The Tasts ABN must correspond with the name of the Trust. The entity/company behind the Trust must be entered against name of Applicant above "As Trustee For (ATP)". The Tast ABN must correspond with the name of the Trust. The entity/company behind the Trust must be entered against name of Applicant above "AS Trustee For (ATP)". The Tast ABN must correspond with the name of the Trust. The entity/company behind the Trust must be entered against name of Applicant above "AS Trustee For (ATP)". The Tast ABN must correspond with the name of the Trust. The entity/company behind the Trust must be entered against name of Applicant above "AS Trustee For (ATP)". The Tast ABN must correspond with the name of the Trust. The entity/company behind the Trust must be entered against name of Applicant above "AS Trustee For (ATP)". The Tast ABN must correspond with the name of the Trust. The entity/company behind the Trust must be entered aga	Annual Rates					
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AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST. * The rates set out above are current from 1 December 2012 to 30 November 2013. THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED If you require help completing this licence application please call client Services on 1300 852 388. Legal Name of Business or Organisation (Applicant) Applicants ACN The ACN and/or ABN 6ff you have one) must match the name of the Applicant. ABN and Trust details not required if ACN provided. If you are a Partnership please set out above name of all principals behind the partnership, trading as the name of the partnership. Trading Name of Business or Organisation Trading Name of Business or Organisation Address Address for Correspondence Address for Correspondence Address Add	The per day rate is	\$17.89				
AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST. * The rates set out above are current from 1 December 2012 to 30 November 2013. THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED If you require help completing this licence application please call client Services on 1300 892 389. Legal Name of Business or Organisation (Applicant) Applicants ACN The ACN and/or ABN (if you have one) must match the name of the Applicant. ABN and Trust details not required if ACN provided. If you are a Partnership please set out above name of all principals behind the partnership, trading as the name of the partner. Do you operate through a Trust? Trading Name of Business or Organisation The Trust ABN must correspond with the name of the Trust. The entity/company behind the Trust must be entered against name of Applicant above "As Trustee For (ATP)". Trading Name of Business or Organisation Address Address for Correspondence Address ADDRE					1	
*The rates set out above are current from 1 December 2012 to 30 November 2013. THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED If you sequire help completing this kerner application please call Clent Services on 1300 852 880. It acknowledge that I have read the terms attached to this application and agree to be bound by those terms should my application be accepted. Legal Name of Business or Organisation (Applicant) Applicants ACN The ACN and/or ABN (if you have one) must match the name of the Applicant. ABN and Trust details not required if ACN provided. If you are a Partnership please set out above name of all principals behind the partnership, trading as the name of the partnership please set out above name of all principals behind the partnership, trading as the name of Applicant above are partnership please set out above name of all principals behind the partnership, trading as the name of Applicant above are partnership please set out above name of all principals behind the partnership, trading as the name of Applicant above are partnership please set out above name of all principals behind the partnership. The Trust ABN must correspond with the name of the Trust. The entity/company behind the Trust must be entered against name of Applicant above are partnership and a partnership. Address for Correspondence Address for Corre	Number of days per yea	ar:	x \$17.89 =	\$		
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Date on which music usage commenced COMMENCEMENT DATE MR/MRS/MISS/MS GIVEN NAME(S) DIRECTOR / PROPRIETOR / AUTHORISED REPRESENTATIVE FAX SURNAME DIRECTOR / PROPRIETOR / AUTHORISED REPRESENTATIVE					POSTCODE	MOBILE
Position of Person Signing MR/MRS/MISS/MS GIVEN NAME(S) SURNAME		EMAIL				PHONE
Position of Person Signing DIRECTOR / PROPRIETOR / AUTHORISED REPRESENTATIVE		COMMENCEMENT DATE				FAX
DIRECTOR / PROPRIETOR / AUTHORISED REPRESENTATIVE	Desition of Dorson Circles	MR/MRS/MISS/MS G	IVEN NAME(S)		SURNAME	
Signed by/on benan	Signed by/on behalf	DIRECTOR / PROPRIETOR / AU	JTHORISED REPRESENTATIVE			

This application form will only constitute a Licence Agreement when the Applicant receives a signed agreement from APRA|AMCOS.

APRA|AMCOS may refuse to grant a Licence Agreement or may return it to you for corrections where the information contained in this application is incorrect or incomplete.

SIGNATURE

of the Applicant

APRA Licence Agreement Karaoke



1. SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.2 The licence in clause 1.1 does not include or authorise:
 - (a) the public reception of any performance beyond the precincts of the Premises:
 - (b) the performance of Grand Right Works in their entirety;
 - (c) the performance in whole or in part of any musical work in a Dramatic
 - (d) the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - (e) the performance of any choral work of more than 20 minutes duration in its entirety:
 - (f) the performance of any music and associated words so as to burlesque or parody the work;
 - (g) the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - (h) the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or
 - (i) any other right not expressly granted under this agreement.

2. DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's notice terminating on the anniversary of the expiry of the initial period.

3. CALCULATION OF AMOUNT PAYABLE

- 3.1 Subject to APRA's right to reassess the amount payable under clause 3.3, the Applicant must pay APRA:
 - (a) for the first Licence Year, an amount equal to the total of the daily rate current for that Licence Year for the number of days set out on the front of this agreement;
 - (b) for each subsequent Licence Year, an amount equal to the total of the daily rate current for that Licence Year for the number of days notified by the Applicant to APRA as at the date of APRA's invoice under clause 6.
- 3.2 On 1 December each year, the GST exclusive per day rate will be calculated by increasing the then current GST exclusive per day rate by the percentage increase in the Consumer Price Index between the last 2 September Quarters.
- 3.3 On APRA's receipt of the information under clause 4.1, APRA may issue an invoice for any additional amount payable.

4. SUPPLY OF INFORMATION

- 4.1 The Applicant must notify APRA within 28 days of any change to the particulars on the front of this agreement.
- 4.2 The Applicant must, on request by APRA, supply APRA with a list of all music performed at the Premises in the form and for the period specified by APRA from time to time.

5. CONFIDENTIALITY

- 5.1 Subject to clause 5.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- 5.2 APRA may disclose this information to its auditors and other professional advisers.

6. PAYMENT

The Applicant must pay the amount calculated in accordance with clause 3 for each Licence Year within 14 days after the date of APRA's invoice stating the amount payable for the Licence Year.

7. TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- (a) fails to pay any sum when due under this agreement within 14 days after the due date;
- (b) breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- (c) being a corporation, 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; or
- (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

8. DEFINITIONS

In this agreement:

Consumer Price Index means the Index of that title All Groups Sydney published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and **September Quarter** means quarter year ending 30 September.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

Licence Year means any 12 month period commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which is owned or controlled by APRA for Australia.

9. DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRA|AMCOS.

10. NOTICES

- 10.1 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.
- 10.2 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.

11. MISCELLANEOUS

- 11.1 No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this
- 11.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- 11.3 This agreement may only be varied by the written agreement of the parties.
- 11.4 The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this agreement.
- 11.5 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.

12. PRIVACY NOTICE

OFFICE USE ONLY							
SIGNED AS AGREED BY APRA APRA accepts the application and grants a licence on the terms set out in this Licence Agreement. For and on behalf of APRA by its duly authorised officer:							
SIGNATURE			DATE				
CLIENT NO.	GST EXCLUSIVE FEE	RECEIVED	PREMISES TYPE CODE				

APRA Licence Application Featured Recorded Music



Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

I/We apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire by means of Featured Recorded Music, selected or programmed by a DJ, not including performances for Dance Use at Nightclubs, Dances or Dance Parties.

CLIENT NO.

							GFR
Annual Rates Whichever is the greater of: 1.9 % of gross sums paid for admission (1.8% + GST); or 15* cents per person admitted to the area where Featured Recorded Music performances are audible. (13.5 cents + GST)							
Annual Gross Sums paid for admission:	\$	x 1.9%	=	\$	٦	insert the higher figure	
Annual number of persons admitted to the area where Featured Recorded Music performances are audible:		x 15c	=	\$	TOTAL	\$	
If figures specified are for a period of less than 12 months, specify that period:	From			То			
NB Annual fees shall be calculated by extrapolating these figures given over a 12 month period. If the Featured Recorded Music is performed in an area that is separated from the rest of the Premises, which is indicated: (a) by a fee for entry to the separated area; or (b) if the number of persons admitted to the separate area is monitored and recorded by or on behalf of the Premises; and (c) the Featured Recorded Music performance is not audible in the rest of the Premises, then the licence fee is calculated by reference to the amounts paid for, or number of persons admitted to that separate area. AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST.							
* The annual rate set out above is current from 1 March 2013 to		,					
THIS SECTION	N MUST BE CO	MPI FTFD IN R	I OCK (CAPITAI S ANI	SIGNED		

THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED If you require help completing this licence application please call Client Services on 1300 852 388.

I acknowledge that I have read the terms attached to this application and agree to be bound by those terms should my application be accepted.

Legal Name of Business or Organisation (Applicant)							
organisation (Applicant)	COMPANY / PARTNERSHIP / SOLE TRADER / INCORPORATED						
Applicants ACN) must match the nan		N and Trust details not required the transfer to the tracking as the name of the tracking as the tracking		
Do you operate through a Trust?	☐ Yes ☐ No	If yes:	ST			ABN	
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Trading Name of Business or Organisation							
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Address	ADDRESS						
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Address for Correspondence	ADDRESS						
					POSTCODE	MOBILE	
Date on which music usage commenced	EMAIL					PHONE	
commenced	COMMENCEMENT DATE					FAX	
	MR/MRS/MISS/MS	GIVEN NAME(S)			SURNAME		
Position of Person Signing	DIDECTOR / DROPPIETOR	D / AUTHORISED DEDDESSATATI	A/F				
Signed by/on behalf of the Applicant	DIKECTOR / PROPRIETOR	R / AUTHORISED REPRESENTATI	VĖ				
	SIGNATURE					DATE	

APRA Licence Agreement Featured Recorded Music



- APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- The licence in clause 1.1 does not include or authorise:
 - (a) the public reception of any performance beyond the precincts of the Premises;
 - the performance of Grand Right Works in their entirety;
 - the performance in whole or in part of any musical work in a Dramatic Context;
 - the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - the performance of any choral work of more than 20 minutes duration in its entirety;
 - the performance of any music and associated words so as to burlesque or parody the work;
 - the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or
 - any other right not expressly granted under this agreement.

DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's notice terminating on the anniversary of the expiry of the initial period.

CALCULATION OF AMOUNTS PAYABLE

- The Applicant must pay APRA for each Licence Year, the amount calculated in accordance with the formula specified on the front of this agreement using:
 - (a) the annual rate current for that Licence Year;
 - (b) the Gross Sums Paid for Admission during that Licence Year; and
 - the number of persons admitted to that part of the Premises where Featured Recorded Music performances are audible.
- On 1 March each year, the GST exclusive annual rate will be calculated by increasing the then current GST exclusive annual rate by the percentage increase in the Consumer Price Index between the last 2 September Quarters.

SUPPLY OF INFORMATION

- The Applicant must notify APRA within 14 days after the end of each Licence Year of:
 - (a) the Gross Sums Paid for Admission; and
 - the number of persons admitted to that part of the Premises where Featured Recorded Music performances are audible.
- APRA may require the Applicant to provide the information required under clause 4.1 in the form of 4.2
- The Applicant must notify APRA within 28 days of any change to the particulars on the front of this
- The Applicant must, on request by APRA, supply APRA with a list of all music performed at the Premises in the form and for the period specified by APRA from time to time.

CONFIDENTIALITY

- Subject to clause 5.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- 5.2 APRA may disclose this information to its auditors and other professional advisers.

PAYMENT

- At the commencement of each Licence Year, APRA will issue an invoice for a provisional amount payable:
 - (a) for the first Licence Year, calculated in accordance with the formula and using the information supplied by the Applicant on the front of this agreement; and
 - (b) for each subsequent Licence Year, calculated in accordance with the formula on the front of this agreement using the information supplied by the Applicant under clause 4.1 for the previous Licence Year.
- 62 The Applicant must pay any invoice issued by APRA under clause 6.1 within 14 days after the date of
- On APRA's receipt of the information under clause 4.1, APRA must calculate the amount payable for the immediately preceding Licence Year in accordance with clause 3.

 If the amount payable for a Licence Year exceeds the provisional amount paid by the Applicant under
- clause 6.1, the Applicant must pay the excess to APRA within 14 days after the date of the invoice.
- If the amount payable for a Licence Year is less than the provisional amount paid by the Applicant under clause 6.1, APRA must at its option either credit or refund the amount of difference to the
- On APRA's receipt of the information under clause 8, APRA may issue an invoice for any additional amount payable. The Applicant must pay any invoice issued under this clause within 14 days after the date of the invoice.

The Applicant must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to APRA under this agreement can be properly ascertained.

AUDIT OR EXAMINATION

- APRA may on 14 days notice to the Applicant audit or examine the Applicants books of account and
 - (a) determine the correctness of any report or payment under this agreement; or
 - (b) in the case of a failure by the Applicant to provide information in accordance with clause 4.1, to obtain information required to be provided under that clause.
- The Applicant must pay the cost of the audit or examination if it:
 - establishes that the information provided by the Applicant resulted in the amounts payable under this agreement being understated by more than 10%; or
 - (b) is undertaken under clause 8.1(b).

TERMINATION

- APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- (b) breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- being a corporation, 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; or
- being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

DEFINITIONS 10.

In this agreement:

Consumer Price Index means the Index of that title All Groups Sydney published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and **September Quarter** means quarter year ending

Dance or Dance Party means any one-off or occasional event charging an entry fee and playing APRA Works for dancing as the primary form of entertainment at the event, and which:

- (a) is not an event regularly held at Nightclub premises;
- (b) is not a private function, or an event which features ballroom or similar traditional dancing;
- is not an event for underage persons (such as a "blue light" disco); and
- is not an event organised by a church or school or other like body.

Dance Use means the use of APRA Works for the purpose of dancing:

- (a) in Nightclubs; or
- (b) at Dances or Dance Parties.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Featured Recorded Music performances include, but are not limited to the following examples; music performed by DJs in bars, cafes, retail premises, or where Featured Recorded Music is used for stripshows and lap dancing, but excludes music performed for Dance Use at a Nightclub or Dance

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

Gross Sums Paid for Admission means, in relation to a period, the gross receipts of the Applicant during that period in respect of monies collected by or on behalf of the Applicant as an admission fee in respect of that part of the Premises where the Featured Recorded Music performances occur including membership fees but excepting membership fees collected and retained by a club registered under the Registered Clubs Act (NSW) or equivalent legislation in any other State or Territory.

Licence Year means any 12 month period commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

Nightclub means a licensed venue that:

- (a) is used for providing music for dancing; and
- uses recorded APRA Works as the primary form of music for dancing; and
- has a dance floor or other area for dancing or charges an entry fee (even if the fee is not charged to all patrons); and
- is not being used for:
 - a private function;
 - (ii) Dances or Dance Parties;
 - (iii) an event that features ballroom or similar traditional dancing; or

(iv) an event for underage persons (such as a "blue light" disco)
The definition includes a nightclub operating within a multi purpose venue in a physically separate area of that venue, where that separate area satisfies the above criteria.

Works within APRA's repertoire means all musical works, including any works normally associated with these works by the copyright owner for Australia, the right of Public Performance of which is owned or controlled by APRA for Australia.

DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRAJAMCOS.

- 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.
- 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.

MISCELLANEOUS

- No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- Subject to clause 13.4, This agreement may only be varied by the written agreement of the parties.
- APRA may vary the terms of this agreement, including the rate payable, by notice to the Applicant. Within 30 days after the date of such notice the Applicant may terminate the agreement with immediate effect. If the Applicant continues to exercise the rights granted under this agreement 30 days after the date of the notice, the agreement will continue as varied.
- The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this agreement.
- 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.

PRIVACY NOTICE

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA and will not be disclosed to any third parties except in accordance with the privacy policy of APRA. The privacy policy of APRA The APRA The privacy policy of APRA The APRA The Privacy policy of APRA The A

(a) Talis to pay any sum when due under this	agreement within 14 days after the due date	, ili accordance with the privacy poil	icy of Arka. The privacy policy can be obtained from Arka.
OFFICE USE ONLY			
SIGNED AS AGREED BY APRA APRA accepts the application and grants a licence on th	e terms set out in this Licence Agreement. For and	d on behalf of APRA by its duly authorised officer:	
SIGNATURE			DATE
CLIENT NO.	GST EXCLUSIVE FEE	RECEIVED	PREMISES TYPE CODE

APRA Licence Application Music on Hold



CLIENT NO

Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

I/We apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the Communication of Works within APRA's repertoire by the use of radio, CD, tape or other storage device when operated by way of audio device on a telecommunication system to telephone callers on hold (**Communication**).

GMH External Lines Annual Fees per No. of Locations ** Total \$ Location* 1-5 lines \$145.23 6-10 lines \$229.34 11-25 lines \$397.53 26-50 lines \$802.69 51-100 lines \$1,376.06 101-200 lines \$2,446.30 201-300 lines \$4,281.02 301-400 lines \$5,657.07 Additional lines (above 400) \$15.29 per line AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST. **Total \$**

THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED

If you require help completing this licence application please call Client Services on 1300 852 388.

If you require help completing this licence application and agree to be bound by those terms should my application be accepted.

	a that it has been seen and appropriate and agree to be been by the been any appropriate and agree to be been been been all a propriate and a	accepted.
Legal Name of Business or Organisation (Applicant)	COMPANY / PARTNERSHIP / SOLE TRADER / INCORPORATED	
Applicants ACN	Applicants ABN The ACN and/or ABN (if you have one) must match the name of the Applicant. ABN and Trust details not required if AC If you are a Partnership please set out above name of all principals behind the partnership, trading as the name of the	N provided.
Do you operate through a Trust?	☐ Yes ☐ No	ABN
Trading Name of Business or Organisation	PREMISES / TRADING NAME	
Address	ADDRESS	
Address for Correspondence	ADDRESS	POSTCODE
Date on which music usage	POSTCODE	MOBILE
commenced	COMMENCEMENT DATE MANUFACTURE CONTRACTOR CO	FAX
Position of Person Signing	MR/MRS/MISS/MS GIVEN NAME(S) SURNAME DIRECTOR / PROPRIETOR / AUTHORISED REPRESENTATIVE	
Signed by/on behalf of the Applicant	SIGNATURE	DATE

^{*} The annual rates set out above are current from 1 December 2012 to 30 November 2013.

^{**}Where multiple locations are to be covered under this Application, a schedule must be attached providing the relevant details of each location.

APRA Licence Agreement Music on Hold



1. SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to Communicate Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.2 The licence in clause 1.1 does not include or authorise:
 - (a) the public performance of any Works within APRA's repertoire;
 - (b) the Communication of Grand Right Works in their entirety;
 - (c) the Communication of any choral work of more than 20 minutes duration in its entirety;
 - (d) the Communication of any music and associated words so as to burlesque or parody the work;
 - (e) the Communication of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - (f) the Communication of any sound recording (this permission is to be obtained from the Phonographic Performance Company of Australia Limited); or
 - (g) any other right not expressly granted under this agreement.

2. DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's notice terminating on the anniversary of the expiry of the initial period.

3. CALCULATION OF AMOUNT PAYABLE

- 3.1 Subject to APRA's right to reassess the licence fee under clause 3.3, the Applicant must pay APRA:
 - (a) for the first Licence Year, an amount calculated in accordance with the annual rate current for that Licence Year for each Premises set out on the front of this agreement where music on hold is used; and
 - (b) for each subsequent Licence Year, an amount equal to the total of the annual rate current for that Licence Year for each Premises where music on hold is used as at the date of APRA's invoice under clause 6.
- 3.2 On 1 December each year, the GST exclusive annual rates will be calculated by increasing the then current GST exclusive annual rates by the percentage increase in the Consumer Price Index between the last 2 September Quarters
- 3.3 On APRA's receipt of the information under clause 4, APRA may issue an invoice for any additional amounts payable.

4. SUPPLY OF INFORMATION

The Applicant must notify APRA within 28 days of any change to the particulars on the front of this agreement.

5. CONFIDENTIALITY

- 5.1 Subject to clause 5.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- 5.2 APRA may disclose this information to its auditors and other professional advisers.

6. PAYMENT

The Applicant must pay the amount payable calculated in accordance with clause 3 for each Licence Year within 14 days after the date of APRA's invoice stating the amount payable for the Licence Year.

7. TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- (a) fails to pay any sum when due under this agreement within 14 days after the due date;
- (b) breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;

- (c) being a corporation, 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; or
- (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

8. DEFINITIONS

In this agreement:

Consumer Price Index means the Index of that title All Groups Sydney published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and **September Quarter** means quarter year ending 30 September.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it. **Licence Year** means any 12 month period commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the Copyright owner for Australia, the right of Communication of which is owned or controlled by APRA for Australia.

9. DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRA|AMCOS.

10. NOTICES

- 10.1 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.
- 10.2 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.

11. MISCELLANEOUS

- 11.1 No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- 11.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- 11.3 This agreement may only be varied by the written agreement of the parties.
- 11.4 The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this agreement.
- 11.5 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.

12. PRIVACY NOTICE

OFFICE USE ONLY							
SIGNED AS AGREED BY APRA APRA accepts the application and grants a licence on the terms set out in this Licence Agreement. For and on behalf of APRA by its duly authorised officer:							
SIGNATURE			DATE				
CLIENT NO.	GST EXCLUSIVE FEE	RECEIVED	PREMISES TYPE CODE				

APRA Licence Application Music in the Workplace / Music on Hold



CLIENT NO

Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

I/We apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public and/or the Communication of Works within APRA's repertoire:

- by any means whatsoever for the benefit of the employees, at the Applicant's premises, and at functions and places to which the general public is not admitted (Public Performance); and/or
- by the use of radio, CD, tape or other storage device when operated by way of audio device on a telecommunication system to telephone callers on hold (Communication).

PUBLIC PERFORMANCE	Number of Full Time Em- ployees	Annual Rate*		Total \$
MUSIC IN THE WORKPLACE (GNB) The Annual Rate* is 88 cents per Employee of the Applicant, subject to a Aninimum Annual Fee* of \$58.55		x \$0.88		
COMMUNICATION	External lines per location	Annual Rate per location**	No. of loca- tions	Total \$
MUSIC ON HOLD (GMH)	1-5 lines	\$145.23		
	6-10 lines	\$229.34		
	11-25 lines	\$397.53		
	26-50 lines	\$802.69		
	51-100 lines	\$1,376.06		
	101-200 lines	\$2,446.30		
	201-300 lines	\$4,281.02		
	301-400 lines	\$5,657.07		
	Additional lines (above 400)	\$15.29 per line		
AMOUNTS STATED ON THIS APPLICATION ARE INCLUS	IVE OF 10% GST.	'	Total \$	

THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED

If you require help completing this licence application please call Client Services on 1300 852 388.

Organisation (Applicants ACN Applicants ACN The ACN and/or ABN (if you have one) must match the name of the Applicant. ABN and Trust details not required if ACN provided. If you are a Partnership please set out above name of all principals behind the partnership, trading as the name of the partnership. The ACN and/or ABN (if you have one) must match the name of the Applicant. ABN and Trust details not required if ACN provided. If you are a Partnership please set out above name of all principals behind the partnership, trading as the name of the partner. Do you operate through a Trust? Yes No	l acknowledg	e that I have read	the terms a	attached to this application and ag	ree to be bound by those terms s	hould my application be	accepted.
Applicants ACN The ACN and/or ABN (if you have one) must match the name of the Applicant. ABN and Trust details not required if ACN provided. If you are a Partmership please set out above name of all principals behind the partnership, trading as the name of the partner. Do you operate through a Trust? Yes No	Legal Name of Business or Organisation (Applicant)						
The ACN and/or ABN (if you have one) must match the name of the Applicant. ABN and Trust details not required if ACN provided. If you are a Partnership please set out above name of all principals behind the partnership, trading as the name of the partner. Yes No		COMPANY / PARTNERSH	HIP / SOLE TRADE	R / INCORPORATED			
The ACN and/or ABN (if you have one) must match the name of the Applicant. ABN and Trust details not required if ACN provided. If you are a Partnership please set out above name of all principals behind the partnership, trading as the name of the partnership. Trust? Ves No	Applicants ACN			Applica	ants ABN		
Do you operate through a Trust? Yes No If yes: No No No No No No No N							
Trust? General No. If yes: No. If yes: NAME OF TRUST NAME OF TRUST	Do you operate through a	if you are a Parth	nersnip piea	ase set out above name of all princ	ipais bening the partnership, trac	ling as the name of the p	artner.
The Trust ABN must correspond with the name of the Trust. The entity/company behind the Trust must be entered against name of Applicant above Trading Name of Business or Organisation Address ADDRESS	, .	□ Yes □ No	If ves:				
Trading Name of Business or Organisation PREMISES / TRADING NAME Address Address for Correspondence Address for Correspondence Date on which music usage commenced MIRANIS SIMAS GIVEN NAME(S) POSTCODE MOBILE PHONE PAX POSITODE MIRANIS SIMAS GIVEN NAME(S) SURNAME POSITODE MOBILE FAX			•				
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Or Organisation Address Address for Correspondence Address for Correspondence ADDRESS AD	Trading Name of Business	As irustee For (AIF).				
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Address for Correspondence Address for Correspondence ADDRESS POSTCODE ADDRESS POSTCODE MOBILE PHONE FAX PROMINIES/MISS/MISS/MISS GIVEN NAME(S) SURNAME Position of Person Signing Signed by/on behalf of the Applicant SIGNED STORMS AUTHORISED REPRESENTATIVE	3	PREMISES / TRADING NA	AME				
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COMMENCEMENT DATE MR/MRS/MISS/MS GIVEN NAME(S) SURNAME Position of Person Signing DIRECTOR / PROPRIETOR / AUTHORISED REPRESENTATIVE Signed by/on behalf of the Applicant	Date on which music usage						
Position of Person Signing Signed by/on behalf of the Applicant MR/MRS/MISS/MS GIVEN NAME(S) SURNAME SURNAM	commenced						-
Position of Person Signing DIRECTOR / PROPRIETOR / AUTHORISED REPRESENTATIVE Signed by/on behalf of the Applicant		COMMENCEMENT DATE	Ė				FAX
Position of Person Signing DIRECTOR / PROPRIETOR / AUTHORISED REPRESENTATIVE Signed by/on behalf of the Applicant							
Signed by/on behalf of the Applicant DIRECTOR / PROPRIETOR / AUTHORISED REPRESENTATIVE Signed by/on behalf of the Applicant		MR/MRS/MISS/MS	GIVEN NAME	(S)		SURNAME	
Signed by/on behalf of the Applicant	Position of Person Signing						
of the Applicant	Signed by/on behalf	DIRECTOR / PROPRIETOR	R / AUTHORISED	REPRESENTATIVE			
		SIGNATURE					DATE

APRA Licence Agreement Music in the Workplace / Music on Hold



1. SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public and/or Communicate Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.2 The licence in clause 1.1 does not include or authorise:
 - (a) the public reception of any performance beyond the precincts of the Premises;
 - (b) the performance or Communication of Grand Right Works in their entirety;
 - (c) the performance in whole or in part of any musical work in a Dramatic Context;
 - (d) the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - (e) the performance or Communication of any choral work of more than 20 minutes duration in its entirety;
 - (f) the performance or Communication of any music and associated words so as to burlesque or parody the work;
 - (g) the performance or Communication of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - (h) the performance or Communication of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or
 - (i) any other right not expressly granted under this agreement.

2. DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's notice terminating on the anniversary of the expiry of the initial period

3. CALCULATION OF AMOUNT PAYABLE

- 3.1 For Public Performance the Applicant must pay APRA for each Licence Year, an amount equal to the greater of:
 - (a) the amount calculated in accordance with the formula specified on the front of this agreement using:
 - (i) the annual rate current for that Licence Year;
 - (ii) the number of Employees employed as at the last day of the Licence Year; and
 - (b) the minimum annual fee current for that Licence Year; and
- 3.2 For Communication the Applicant must pay APRA the annual rate current for each Licence Year for each Premises set out on the front of this agreement where music on hold is used.
- 3.3 On 1 December each year, the GST exclusive annual rates and the GST exclusive minimum annual fee will be calculated by increasing the then current GST exclusive annual rate and the GST exclusive then minimum annual fee by the percentage increase in the Consumer Price Index between the last 2 September Quarters.

4. SUPPLY OF INFORMATION

- 4.1 The Applicant must notify APRA within 14 days after the end of each Licence Year of the number of Employees employed as at the last day of the Licence Year.
- 4.2 APRA may require the Applicant to provide the information required under clause 4.1 in the form of a statutory declaration.
- 4.3 The Applicant must notify APRA within 28 days of any change to the particulars on the front of this agreement.
- 4.4 The Applicant must, on request by APRA, supply APRA with a list of all music performed at the Premises in the form and for the period specified by APRA from time to time.

5. CONFIDENTIALITY

- 5.1 Subject to clause 5.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- 5.2 APRA may disclose this information to its auditors and other professional advisers.

6. PAYMENT

The Applicant must pay the amount payable calculated in accordance with clause 3 for each Licence Year within 14 days after the date of APRA's invoice stating the amount payable for the Licence Year.

7. RECORDS

The Applicant must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to APRA under this agreement can be properly ascertained.

8. AUDIT OR EXAMINATION

- 8.1 APRA may on 7 days notice to the Applicant audit or examine the Applicants books of account and other records to:
 - (a) determine the correctness of any report or payment under this agreement; or
 - (b) in the case of a failure by the Applicant to provide information in accordance with clause 4.1, to obtain information required to be provided under that clause.

- 8.2 The Applicant must pay the cost of the audit or examination if it:
 - (a) establishes that the information provided by the Applicant resulted in the amounts payable under this agreement being understated by more than 5%; or
 - (b) is undertaken under clause 8.1(b).

. TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- (a) fails to pay any sum when due under this agreement within 14 days after the due date:
- (b) breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- (c) being a corporation, 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; or
- (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

10. DEFINITIONS

In this agreement:

Consumer Price Index means the Index of that title All Groups Sydney published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and **September Quarter** means quarter year ending 30 September.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Employee means full time employees of the applicant or full time equivalents.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

Licence Year means any 12 month period commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the rights of Public Performance and Communication of which are owned or controlled by APRA for Australia.

11. DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRA|AMCOS.

12. NOTICES

- 12.1 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.
- 12.2 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.

13. MISCELLANEOUS

- 13.1 No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- 13.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- 13.3 This agreement may only be varied by the written agreement of the parties.
- 13.4 The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this agreement.
- 13.5 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.

14. PRIVACY NOTICE

OFFICE USE ONLY			
SIGNED AS AGREED BY API APRA accepts the application and grants	RA a licence on the terms set out in this Licence Agreement. For and	on behalf of APRA by its duly authorised officer:	
SIGNATURE			DATE
CLIENT NO.	GST EXCLUSIVE FEE	RECEIVED	PREMISES TYPE CODE

APRA Licence Application

International Cruise Ships and Marine Vessels



Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

GNCS

I/We, the Applicant, apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire at the places and by the methods specified in the schedule.

SCHEDULE

Note: if this licence application is in respect of more than 5 Vessels, please complete and attach additional schedules providing the required information for all additional Vessels.

PART A: VESSELS

VESSEL NAME AND IDENTIFICATION	JURISDICTION OF REGISTRATION

Note: if the Period of Registration for a Vessel is less than 12 months, specify that period below. Licence Fees shall be calculated, for the purposes of this application and its particulars, with reference to the Period of Registration during the relevant Licence Year.

PART B: LICENCE FEES

AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST

VESSEL NAME	NUMBER OF PASSENGER CABINS	PERIOD OF REGISTRATION (IF LESS THAN 12 MONTHS)	RATE* (\$AUD)	TOTAL \$ GST INCLUSIVE
			x \$121.29=	
			TOTAL	\$

^{*}Rates are current until 30 November 2013. On 1 December 2013, and on 1 December each year thereafter, the GST exclusive rate will be calculated by increasing the then current GST exclusive rate by the percentage increase in the Consumer Price Index between the last 2 September Quarters.

THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED

If you require help completing this licence application please call Client Services on 1300 852 388.

I acknowledge that I have read the terms attached to this application and agree to be bound by those terms should my application be accepted.

i acknowledg	e maci nave redu	the terms attached to this application	on and agree to be bound by those ten	iis siloulu iiiy applicatio	i be accepted.
Legal Name of Business or Organisation (Applicant)					
	COMPANY / PARTNERSH	HIP / SOLE TRADER / INCORPORATED			
Applicants ACN			Applicants ABN he name of the Applicant. ABN and Tru f all principals behind the partnership,		
Do you operate through a	ii you are a raiti	mership please set out above name o	r an principals bening the partnership,	trading as the name or	the partiter.
Trust?	☐ Yes ☐ No	If yes:			
	The Trust ABN m		e Trust. The entity/company behind the	e Trust must be entered a	ABN against name of Applicant above
Trading Name of Business or Organisation					
	PREMISES / TRADING NA	AME			
Address	ADDRESS				
Address for Correspondence					POSTCODE
Address for Correspondence	ADDRESS				
				POSTCODE	MOBILE
Date on which music usage	EMAIL				PHONE
commenced	COMMENCEMENT DATE	E			FAX
	MR/MRS/MISS/MS	GIVEN NAME(S)		SURNAME	
Position of Person Signing	DIDECTOR / DROBBUSTOS	D / ALITHODISED DEDDESCRITATIVE			
Signed by/on behalf of the Applicant	DIKECTOR / PROPRIETOR	R / AUTHORISED REPRESENTATIVE			
	SIGNATURE				DATE

APRA Licence Agreement International Cruise Ships and Marine Vessels



1. SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.2 The licence in clause 1.1 does not include or authorise:
 - (a) the public reception of any performance beyond the precincts of the Vessel(s) set out in the schedule;
 - (b) the performance of Grand Right Works in their entirety;
 - (c) the performance in whole or in part of any musical work in a Dramatic Context;
 - (d) the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - (e) the performance of any choral work of more than 20 minutes duration in its entirety;
 - (f) the performance of any music and associated words so as to burlesque or parody the work;
 - (g) the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - (h) the performance of any sound recording; or
 - (i) any other right not expressly granted under this agreement.

2. DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the commencement date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's notice terminating on the anniversary of the expiry of the initial period.

3. LICENCE FEES

- 3.1 The Applicant must pay APRA for each Licence Year, an amount equal to the licence fees calculated in accordance with the schedule and, where applicable, using the information supplied by the Applicant under clause 4.1.
- 3.2 At the commencement of each Licence Year, APRA will issue an invoice for a provisional amount payable being:
 - (a) for the first Licence Year, the licence fees calculated in accordance with the schedule; and
 - (b) for each subsequent Licence Year, the licence fees calculated in accordance with the schedule using the information supplied by the Applicant under clause 4.1 for the previous Licence Year.
- 3.3 The Applicant must pay any invoice issued by APRA under clause 3.1 within 14 days after the date of the invoice.
- 3.4 On APRA's receipt of the information under clause 4.1, APRA must calculate the amount payable for the immediately preceding Licence Year in accordance with clause 3.1.
- 3.5 If the amount payable for a Licence Year exceeds the provisional amount paid by the Applicant under clause 3.2, the Applicant must pay the excess to APRA within 14 days after the date of the invoice.
- 3.6 If the amount payable for a Licence Year is less than the provisional amount paid by the Applicant under clause 3.2, APRA must at its option either credit or refund the amount of the difference to the Applicant.
- 3.7 On APRA's receipt of the information under clause 6, APRA may issue an invoice for any additional amounts. The Applicant must pay any invoice issued under this clause within 14 days after the date of the invoice.

4. SUPPLY OF INFORMATION

- 4.1 The Applicant must notify APRA within 14 days after the end of each Licence Year of any change to the particulars in the schedule.
- 4.2 The Applicant must, on request by APRA, supply APRA with a list of all music performed on the Applicant's Vessels specified in the schedule in the form and for the period specified by APRA from time to time.
- 4.3 The Applicant must notify APRA of the entering into, variation and termination of any licence agreement with another party for the performance in public of musical works on each Vessel set out in the schedule. This information must be provided within 14 days after the commencement date and thereafter within 14 days after any such event occurring.

5. CONFIDENTIALITY

- 5.1 Subject to clause 5.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- 5.2 APRA may disclose this information to its auditors and other professional advisers.

6. RECORDS

- 6.1 The Applicant must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to APRA under this agreement can be properly ascertained.
- 6.2 APRA may on 7 days notice to the Applicant audit or examine the Applicant's books of account and other records to determine the correctness of any report or payment under this agreement.

6.3 The Applicant must pay the cost of the audit or examination if it establishes that the information provided by the Applicant resulted in the amounts payable under this agreement being understated by more than 5%.

7. TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- (a) fails to pay any sum when due under this agreement within 14 days after the due date;
- (b) breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- (c) 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.

8. DEFINITIONS

In this agreement:

APRA Territory means a territory in respect of which APRA has been granted the mandate to license the right of public performance for Works within APRA's repertoire. Consumer Price Index means the index of that title All Groups Sydney published by the Australian Bureau of census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and September Quarter means quarter year ending 30 September.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, and scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it;

Licence Year means any 12 month period commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

Vessel means an international cruise liner or other international ocean or sea-going marine vessel registered under the flag of an APRA Territory.

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which is owned or controlled by APRA for Australia.

9. DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRA|AMCOS.

10. NOTICES

- 10.1 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.
- 10.2 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.

11. MISCELLANEOUS

- 11.1 No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- 11.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- 11.3 Subject to clause 11.4, this agreement may only be varied by the written agreement of the parties.
- 11.4 APRA may vary the terms of this agreement, including the rate payable, by notice to the Applicant. Within 30 days after the date of such notice the Applicant may terminate this agreement with immediate effect. If the Applicant continues to exercise the rights granted under this agreement 30 days after the date of the notice, this agreement will continue as varied from the expiry of that 30 day period.
- 11.5 The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, including any goods and services tax, arising in respect of this agreement.
- 11.6 Without limiting clause 11.5, payments specified in this agreement to be made to APRA are net of all withholding or similar taxes and the Applicant must pay to the relevant taxation authority all such taxes in addition to the payments specified in this agreement to be made to APRA.
- 11.7 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.

12. PRIVACY NOTICE

OFFICE USE ONLY			
SIGNED AS AGREED BY APRA APRA accepts the application and grants a licence on the to	erms set out in this Licence Agreement. For and on behalf o	f APRA by its duly authorised officer:	
SIGNATURE			DATE
CLIENT NO.	GST EXCLUSIVE FEE	RECEIVED	PREMISES TYPE CODE

APRA Licence Application for Overseas Licensees

International Cruise Ships and Marine Vessels



Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

GNCS2

I/We, the Applicant, apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire at the places and by the methods specified in the schedule.

SCHEDULE

Note: if this licence application is in respect of more than 5 Vessels, please complete and attach additional schedules providing the required information for all additional Vessels.

PART A: VESSELS

VESSEL NAME AND IDENTIFICATION	JURISDICTION OF REGISTRATION

Note: if the Period of Registration for a Vessel is less than 12 months, specify that period below. Licence Fees shall be calculated, for the purposes of this application and its particulars, with reference to the Period of Registration during the relevant Licence Year.

PART B: LICENCE FEES

AMOUNTS STATED ON THIS APPLICATION ARE EXCLUSIVE OF 10% GST (IF APPLICABLE)

VESSEL NAME	NUMBER OF PASSENGER CABINS	PERIOD OF REGISTRATION (IF LESS THAN 12 MONTHS)	RATE* (\$AUD)	TOTAL \$ GST EXCLUSIVE
			x \$110.26 =	
			x \$110.26 =	
			x \$110.26 =	
			x \$110.26 =	
			x \$110.26 =	
			TOTAL	\$

^{*}Rates are current until 30 November 2013. On 1 December 2013, and on 1 December each year thereafter, the GST exclusive rate will be calculated by increasing the then current GST exclusive rate by the percentage increase in the Consumer Price Index between the last 2 September Quarters.

THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED

If you require help completing this licence application please call Client Services on 1300 852 388.

I acknowledg				be bound by those ter		ion be accepted.
Legal Name of Business or Organisation (Applicant)	COMPANY / PARTNERSH	IP / SOLE TRADER	R / INCORPORATED			
Applicants ACN				ABN Applicant. ABN and Tru pehind the partnership,		
Do you operate through a Trust?	☐ Yes ☐ No	If yes:	NAME OF TRUST	 		ABN d against name of Applicant above
Trading Name of Business or Organisation	PREMISES / TRADING NA	,				
Address	ADDRESS					
Address for Correspondence	ADDRESS					POSTCODE
					POSTCODE	MOBILE
Date on which music usage commenced	EMAIL					PHONE
	COMMENCEMENT DATE					FAX
Position of Person Signing	MR/MRS/MISS/MS	GIVEN NAME(S	S)		SURNAME	
Signed by/on behalf of the Applicant	DIRECTOR / PROPRIETOR	/ AUTHORISED RI	EPRESENTATIVE			DATE
	SIGNATURE					DATE

APRA Licence Agreement for Overseas Licensees International Cruise Ships and Marine Vessels



1. SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.2 The licence in clause 1.1 does not include or authorise:
 - (a) the public reception of any performance beyond the precincts of the Vessel(s) set out in the schedule;
 - (b) the performance of Grand Right Works in their entirety;
 - (c) the performance in whole or in part of any musical work in a Dramatic Context;
 - (d) the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - (e) the performance of any choral work of more than 20 minutes duration in its entirety;
 - (f) the performance of any music and associated words so as to burlesque or parody the work;
 - (g) the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - (h) the performance of any sound recording; or
 - (i) any other right not expressly granted under this agreement.

2. DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the commencement date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's notice terminating on the anniversary of the expiry of the initial period.

3. LICENCE FEES

- 3.1 The Applicant must pay APRA for each Licence Year, an amount equal to the licence fees calculated in accordance with the schedule and, where applicable, using the information supplied by the Applicant under clause 4.1.
- 3.2 At the commencement of each Licence Year, APRA will issue an invoice for a provisional amount payable being:
 - (a) for the first Licence Year, the licence fees calculated in accordance with the schedule; and
 - (b) for each subsequent Licence Year, the licence fees calculated in accordance with the schedule using the information supplied by the Applicant under clause 4.1 for the previous Licence Year.
- 3.3 The Applicant must pay any invoice issued by APRA under clause 3.1 within 14 days after the date of the invoice.
- 3.4 On APRA's receipt of the information under clause 4.1, APRA must calculate the amount payable for the immediately preceding Licence Year in accordance with clause 3.1.
- 3.5 If the amount payable for a Licence Year exceeds the provisional amount paid by the Applicant under clause 3.2, the Applicant must pay the excess to APRA within 14 days after the date of the invoice.
- 3.6 If the amount payable for a Licence Year is less than the provisional amount paid by the Applicant under clause 3.2, APRA must at its option either credit or refund the amount of the difference to the Applicant.
- 3.7 On APRA's receipt of the information under clause 6, APRA may issue an invoice for any additional amounts. The Applicant must pay any invoice issued under this clause within 14 days after the date of the invoice.

4. SUPPLY OF INFORMATION

- 4.1 The Applicant must notify APRA within 14 days after the end of each Licence Year of any change to the particulars in the schedule.
- 4.2 The Applicant must, on request by APRA, supply APRA with a list of all music performed on the Applicant's Vessels specified in the schedule in the form and for the period specified by APRA from time to time.
- 4.3 The Applicant must notify APRA of the entering into, variation and termination of any licence agreement with another party for the performance in public of musical works on each Vessel set out in the schedule. This information must be provided within 14 days after the commencement date and thereafter within 14 days after any such event occurring.

5. CONFIDENTIALITY

- 5.1 Subject to clause 5.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- 5.2 APRA may disclose this information to its auditors and other professional advisers.

6. RECORDS

- 6.1 The Applicant must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to APRA under this agreement can be properly accurained.
- 6.2 APRA may on 7 days notice to the Applicant audit or examine the Applicant's books of account and other records to determine the correctness of any report or payment under this agreement.

6.3 The Applicant must pay the cost of the audit or examination if it establishes that the information provided by the Applicant resulted in the amounts payable under this agreement being understated by more than 5%.

7. TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- (a) fails to pay any sum when due under this agreement within 14 days after the due date;
- (b) breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- (c) 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.

8. DEFINITIONS

In this agreement:

APRA Territory means a territory in respect of which APRA has been granted the mandate to license the right of public performance for Works within APRA's repertoire. Consumer Price Index means the index of that title All Groups Sydney published by the Australian Bureau of census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and September Quarter means quarter year ending 30 September.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, and scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it;

Licence Year means any 12 month period commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

Vessel means an international cruise liner or other international ocean or sea-going marine vessel registered under the flag of an APRA Territory.

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which is owned or controlled by APRA for Australasia.

9. DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRA|AMCOS.

10. NOTICES

- 10.1 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.
- 10.2 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.

11. MISCELLANEOUS

- 11.1 No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- 11.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- 11.3 Subject to clause 11.4, this agreement may only be varied by the written agreement of the parties.
- 11.4 APRA may vary the terms of this agreement, including the rate payable, by notice to the Applicant. Within 30 days after the date of such notice the Applicant may terminate this agreement with immediate effect. If the Applicant continues to exercise the rights granted under this agreement 30 days after the date of the notice, this agreement will continue as varied from the expiry of that 30 day period.
- 11.5 The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, including any applicable goods and services tax, arising in respect of this agreement.
- 11.6 Without limiting clause 11.5, payments specified in this agreement to be made to APRA are net of all withholding or similar taxes and, where applicable, the Applicant must pay to the relevant taxation authority all such taxes in addition to the payments specified in this agreement to be made to APRA.
- 11.7 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.

12. PRIVACY NOTICE

OFFICE USE ONLY				
SIGNED AS AGREEI APRA accepts the application	D BY APRA n and grants a licence on the terms set out in this Licence Agreement. For and on	behalf of APRA by its duly authorised officer:		
SIGNATURE				DATE
CLIENT NO.	GST EXCLUSIVE FEE	RECEIVED	PREMISES TYPE CODE	

APRA Licence Application Dance Classes



CLIENT NO.

Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

I/We apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire at dancing classes.

				GND
Annual Rates The annual rate* is \$65.72 per annum for the first day per week upon which class each additional day per week upon which classes are held.	ses are held, P	LUS \$3	32.87 per annun	n for
First day per week on which classes are held:		=	\$ 65.72	
Number of additional days per week on which classes are held:	x \$32.87	=	\$	
	TOTAL	=	\$	
AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST. * Each annual rate set out above is current from 1 December 2012 to 30 November 2013.				

THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED

If you require help completing this licence application please call Client Services on 1300 852 388.

I acknowledge that I have read the terms attached to this application and agree to be bound by those terms should my application be accepted.

Legal Name of Business or Organisation (Applicant)	COMPANY / PARTNERSHIP / SOLE TI	RADER / INCORPORATED					
Applicants ACN		Applicants ABN The ACN and/or ABN (if you have one) must match the name of the Applicant. ABN and Trust details not required if ACN provided. If you are a Partnership please set out above name of all principals behind the partnership, trading as the name of the partner.					
Do you operate through a Trust?	☐ Yes ☐ No If ye :		ARN				
Trading Name of Business or Organisation	The Trust ABN must corr "As Trustee For (ATF)".	espond with the name of the Trust. The entity/company behind the Trust mus					
Address	PREMISES / TRADING NAME ADDRESS						
Address for Correspondence	ADDRESS		POSTCODE				
Date on which music usage commenced	EMAIL COMMENCEMENT DATE MR/MRS/MISS/MS GIVEN N	POSTC NAME(S) SURN.	PHONE FAX				
Position of Person Signing							
Signed by/on behalf of the Applicant	DIRECTOR / PROPRIETOR / AUTHOR SIGNATURE	ISEU KEPRESENIAIIVE	DAIE				

APRA Licence Agreement Dance Classes



1. SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.2 The licence in clause 1.1 does not include or authorise:
 - (a) the public reception of any performance beyond the precincts of the Premises:
 - (b) the performance of Grand Right Works in their entirety;
 - (c) the performance in whole or in part of any musical work in a Dramatic Context:
 - (d) the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - (e) the performance of any choral work of more than 20 minutes duration in its entirety;
 - (f) the performance of any music and associated words so as to burlesque or parody the work;
 - (g) the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - (h) the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or
 - (i) any other right not expressly granted under this agreement.

2. DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's notice terminating on the anniversary of the expiry of the initial period.

3. CALCULATION OF AMOUNT PAYABLE

- 3.1 Subject to APRA's right to reassess the amount payable under clause 3.3, the Applicant must pay APRA:
 - (a) for the first Licence Year, the amount calculated in accordance with the formula specified on the front of this agreement for the number of days set out on the front of this agreement using the annual rates current for that Licence Year; and
 - (b) for each subsequent Licence Year, the amount calculated in accordance with the formula specified on the front of this agreement for the number of days notified by the Applicant to APRA as at the date of APRA's invoice under clause 6 using the annual rates current for that Licence Year.
- 3.2 On 1 December each year, the GST exclusive annual rates will be calculated by increasing the then current GST exclusive annual rates by the percentage increase in the Consumer Price Index between the last 2 September Quarters.
- 3.3 On APRA's receipt of the information under clause 4.1, APRA may issue an invoice for any additional amounts payable.

4. SUPPLY OF INFORMATION

- 4.1 The Applicant must notify APRA within 28 days of any change to the particulars on the front of this agreement.
- 4.2 The Applicant must, on request by APRA, supply APRA with a list of all music performed at the Premises in the form and for the period specified by APRA from time to time.

5. CONFIDENTIALITY

- 5.1 Subject to clause 5.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- 5.2 APRA may disclose this information to its auditors and other professional advisers.

6. PAYMENT

The Applicant must pay the amount payable calculated in accordance with clause 3 for each Licence Year within 14 days after the date of APRA's invoice stating the amount payable for the Licence Year.

7. TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- (a) fails to pay any sum when due under this agreement within 14 days after the due date;
- (b) breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- (c) being a corporation, 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; or
- (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

8. DEFINITIONS

In this agreement:

Consumer Price Index means the Index of that title All Groups Sydney published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and **September Quarter** means quarter year ending 30 September.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

Licence Year means any 12 month period commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which is owned or controlled by APRA for Australia.

9. DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRA|AMCOS.

10. NOTICES

- 10.1 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.
- 10.2 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.

11. MISCELLANEOUS

- 11.1 No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- 1.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- 11.3 This agreement may only be varied by the written agreement of the parties.
- 11.4 The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this agreement.
- 11.5 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.

12. PRIVACY NOTICE

OFFICE USE ONLY			
SIGNED AS AGREED APRA accepts the application	D BY APRA n and grants a licence on the terms set out in this Licence Agreement. For and or	n behalf of APRA by its duly authorised officer:	
SIGNATURE			DATE
CLIENT NO.	GST EXCLUSIVE FEE	RECEIVED	PREMISES TYPE CODE

APRA Licence Application Sporting Code



CLIENT NO

Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

I/We the undersigned apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire, whether live or by means of recorded music, at the Events.

Annual Rates

The amount payable is calculated at 2.2* cents per person admitted to the Events, subject to a minimum fee of \$64.45*

Annual number of people admitted to the Events:

x 2.2 cents = \$

AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST.

*The rates set out above are current from 1 December 2012 to 30 November 2013.

THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED

If you require help completing this licence application please call Client Services on 1300 852 388.

I acknowledge that I have read the terms attached to this application and agree to be bound by those terms should my application be accepted.

I acknowledg	e that I have read	the terms attached to this application and agree to be bound by those terms sh	ould my application be ac	cepted.
Legal Name of Business or Organisation (Applicant)				
	COMPANY / PARTNERSHI	IP / SOLE TRADER / INCORPORATED		
Sporting Code	SPORTING CODE			
Applicants ACN		Applicants ABN ABN (if you have one) must match the name of the Applicant. ABN and Trust de ership please set out above name of all principals behind the partnership, trad		
Do you operate through a	ii you aic a rai ai	ership prease set out above name of an principus bening the partnership, trad	ing as the name of the par	and.
Trust?	☐ Yes ☐ No	If yes: NAME OF TRUST		ABN
Trading Name of Business or Organisation	"As Trustee For (A		t must be entered against	name of Applicant above
Address	ADDRESS			
Address for Correspondence	ADDRESS			POSTCODE
			POSTCODE	MOBILE
Date on which music usage commenced	EMAIL			PHONE
commenced	COMMENCEMENT DATE			FAX
	MR/MRS/MISS/MS	GIVEN NAME(S)	SURNAME	
Position of Person Signing	DIRECTOR (DRODE :	ANYHODES PROSSENTEN		
Signed by/on behalf of the Applicant	DIRECTOR / PROPRIETOR SIGNATURE	/ AUTHORISED REPRESENTATIVE		DATE
	SIGNATURE			DATE

APRA Licence Agreement **Sporting Code**



- APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- The licence in clause 1.1 does not include or authorise:
 - (a) the public reception of any performance beyond the precincts of the Premises;
 - the performance of Grand Right Works in their entirety;
 - (c) the performance in whole or in part of any musical work in a Dramatic Context;
 - the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - the performance of any choral work of more than 20 minutes duration in its entirety;
 - the performance of any music and associated words so as to burlesque or parody the work;
 - the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or
 - (i) any other right not expressly granted under this agreement.

DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's notice terminating on the anniversary of the expiry of the initial

CALCULATION OF AMOUNT PAYABLE

- The Applicant must pay APRA for each Licence Year, the amount calculated in accordance with the formula specified on the front of this agreement using:
 - (a) the annual rates current for that Licence Year; and
 - (b) the number of persons admitted to Events during that Licence Year.
- On 1 December each year, the GST exclusive annual rates will be calculated by increasing the then current GST exclusive annual rates by the percentage increase in the Consumer Price Index between the last 2 September Quarters.

SUPPLY OF INFORMATION

- The Applicant must notify APRA no later than 14 days prior to the first Event of each Licence Year of the date and location of each Event scheduled to take place in that
- The Applicant must notify APRA within 14 days after the last Event of each Licence Year of the number of people admitted to Events during the Licence Year.
- APRA may require the Applicant to provide the information required under clause 4.1 in the form of a statutory declaration
- The Applicant must notify APRA within 28 days of any change to the particulars on the front of this agreement.
- The Applicant must, on request by APRA, supply APRA with a list of all music performed at each Event in the form and for the period specified by APRA from time to time.

- At the commencement of each Licence Year, APRA will issue an invoice for a provisional amount payable:
 - (a) for the first Licence Year, calculated in accordance with the formula and using the information supplied by the Applicant on the front of this agreement; and
 - for each subsequent Licence Year, calculated in accordance with the formula on the front of this agreement using the information supplied by the Applicant under clause 4.1 for the previous Licence Year
- The Applicant must pay any invoice issued by APRA under clause 5.1 within 14 days after the date of the invoice.
- On APRA's receipt of the information under clause 4.2, APRA must calculate the amount payable for the immediately preceding Licence Year in accordance with clause 3
- If the amount payable for a Licence Year exceeds the provisional amount paid by the Applicant under clause 5.1, the Applicant must pay the excess to APRA within 14 days after the date of the invoice.
- If the amount payable for a Licence Year is less than the provisional amount paid by the Applicant under clause 3.1, APRA must at its option either credit or refund the amount of difference to the Applicant.
- On APRA's receipt of the information under clause 4, APRA may issue an invoice for any additional amount payable. The Applicant must pay any invoice issued under this clause within 14 days after the date of the invoice.
- The Applicant must pay to APRA interest at the Agreed Rate on each amount outstanding under this agreement.

RECORDS

The Applicant must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to APRA under this agreement can be properly

AUDIT OR EXAMINATION

- APRA may on 14 days notice to the Applicant audit or examine the Applicants books of account and other records to:
 - (a) determine the correctness of any report or payment under this agreement; or
 - in the case of a failure by the Applicant to provide information in accordance with clause 4.2, to obtain information required to be provided under that clause.

- The Applicant must pay the cost of the audit or examination if it:
 - (a) establishes that the amounts payable under this agreement were understated by more than 5%; or
 - (b) is undertaken under clause 7.1(b).

CONFIDENTIALITY

- Subject to clause 8.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- APRA may disclose this information to its auditors and other professional advisers.

TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- (a) fails to pay any sum when due under this agreement within 14 days after the due
- (b) breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- being a corporation, 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; or
- (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

DEFINITIONS

In this agreement:

Agreed Rate means the interest rate for overdrafts of \$100, 000 or more charged by the National Australia Bank plus 2 percentage points, calculated on daily rests from the due date to the date of payment.

Consumer Price Index means the Index of that title All Groups Sydney published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and September Quarter means quarter year ending 30 September.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

Licence Year means any 12 month period commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

Event means a sporting event conducted or organised by the Applicant and notified to APRA in accordance with clause 4.1.

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which is owned or controlled by APRA for Australia.

DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRA|AMCOS.

NOTICES

- 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.
- 12.2 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.

MISCELLANEOUS

- No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- This agreement may only be varied by the written agreement of the parties.

 The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this
- 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.

PRIVACY NOTICE

OFFICE USE ONLY			
SIGNED AS AGREED BY APRA APRA accepts the application and grants a licence on the ter	rms set out in this Licence Agreement. For and on behalf of AF	PRA by its duly authorised officer:	
SIGNATURE			DATE
CLIENT NO.	GST EXCLUSIVE FEE	RECEIVED	PREMISES TYPE CODE

APRA Licence Application Community Bands, Groups, Choirs



CLIENT NO

Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

I/We apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire at performances by the Group, being a community band, performance group or choir, at community functions that do not generate a box office.

Annual Rates

The annual rate* is: \$80.55

AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST.

* The rates set out above are current from 1 December 2012 to 30 November 2013.

THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED

If you require help completing this licence application please call Client Services on 1300 852 388.

acknowledge that I have read the terms attached to this application and agree to be bound by those terms should my application be accepted.

I acknowledg	je that I have read t	he terms attached to this application and agree to be bound by those terms s	nould my application be a	ccepted.
Legal Name of Business or Organisation (Applicant)				
Name of community band, performance group or choir	GROUP	/ SOLE TRADER / INCORPORATED		
Applicants ACN		Applicants ABN BN (if you have one) must match the name of the Applicant. ABN and Trust description of the Applicant of the Applicant. ABN and Trust description of the partnership, traces the contract of the partnership o		
Do you operate through a Trust?	☐ Yes ☐ No	If yes: NAME OF TRUST st correspond with the name of the Trust. The entity/company behind the Tru		ABN
Trading Name of Business or Organisation	PREMISES / TRADING NAM			
Address	ADDRESS			
Address for Correspondence				POSTCODE
	ADDRESS		POSTCODE	MOBILE
Date on which music usage commenced	EMAIL			PHONE
Commenced	COMMENCEMENT DATE			FAX
	MR/MRS/MISS/MS	GIVEN NAME(S)	SURNAME	
Position of Person Signing	DIRECTOR / PROPRIETOR	AUTHORISED REPRESENTATIVE		
Signed by/on behalf of the Applicant	SIGNATURE			DATE

APRA Licence Agreement Community Bands, Groups, Choirs



1. SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.2 The licence in clause 1.1 does not include or authorise:
 - (a) the public reception of any performance beyond the precincts of the Premises;
 - (b) the performance of Grand Right Works in their entirety;
 - (c) the performance in whole or in part of any musical work in a Dramatic Context:
 - (d) the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet:
 - (e) the performance of any choral work of more than 20 minutes duration in its entirety;
 - (f) the performance of any music and associated words so as to burlesque or parody the work;
 - (g) the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - (h) the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or
 - (i) any other right not expressly granted under this agreement.

2. DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's notice terminating on the anniversary of the expiry of the initial period.

3. CALCULATION OF AMOUNT PAYABLE

- 3.1 The Applicant must pay APRA for each Licence Year, an amount equal to the annual rate current for that Licence Year.
- 3.2 On 1 December each year, the GST exclusive annual rate will be calculated by increasing the then current GST exclusive annual rate by the percentage increase in the Consumer Price Index between the last 2 September Quarters.

4. SUPPLY OF INFORMATION

- 4.1 The Applicant must notify APRA within 28 days of any change to the particulars on the front of this agreement.
- 4.2 The Applicant must, on request by APRA, supply APRA with a list of all music performed at the Premises in the form and for the period specified by APRA from time to time.

5. CONFIDENTIALITY

- 5.1 Subject to clause 5.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- 5.2 APRA may disclose this information to its auditors and other professional advisers.

6. PAYMENT

The Applicant must pay the amount payable calculated in accordance with clause 3 for each Licence Year within 14 days after the date of APRA's invoice stating the amount payable for the Licence Year.

7. TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- (c) being a corporation, 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; or
- (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

8. DEFINITIONS

In this agreement:

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which is vested in APRA for Australia.

Consumer Price Index means the Index of that title All Groups Sydney published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and **September Quarter** means quarter year ending 30 September.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means a musical work and associated lyrics written expressly for an opera, operetta, musical play, revue or pantomime.

Licence Year means any 12 month period commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

9. DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRA|AMCOS.

10. NOTICES

- 10.1 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
- 10.2 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.

11. MISCELLANEOUS

- 11.1 No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- 11.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- 11.3 This agreement may only be varied by the written agreement of the parties.
- 11.4 The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this agreement.
- 11.5 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.

(a) (b)	the due date; breaches any other term of	due under this agreement within 14 da this agreement and fails to remedy the quested in writing to do so by APRA;	PRIVACY NOTICE The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA and will not be disclosed to any third parties except in accordance with the privacy policy of APRA. The privacy policy can be obtained from APRA.			
SIGNE	D AS AGREED BY APRA ppts the application and grants a licence or	n the terms set out in this Licence Agreement. For an	d on behalf of APRA by its d	uly authorised officer:		
SIGNATURE						DATE
CLIENT NO).	GST EXCLUSIVE FEE	RECEI	VED	PREMISES TYPE CC	DDE

APRA Licence Application Halls & Function Centres



CLIENT NO

Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

I/We the Applicant apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire at the Premises (being a hall, function centre or similar venue which is primarily let to third parties for particular functions) during functions held, but not functions at the Premises if:

- - (i) an event promoter to hold an event at which music is performed; or (ii) a concert promoter to hold a concert,

 - at the Premises and admission fees are charged; or
- (b) there is a performance by a Live Artist Performer and:
 - (i) Gross Expenditure on the Live Artist Performer is greater than \$2,500; or (ii) the function is held by the Applicant, **(Excluded Functions).**

There is no other restriction as to the method of performance.

GNH Annual Rates The annual rate* is \$3.30 per hundred persons (or part thereof) of the Capacity of the Premises for each function at which music is performed subject to a minimum annual fee of \$65.72. Number of functions per year at which music is used: **Capacity of the Premises:** AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST. * The rates set out above are current from 1 December 2012 to 30 November 2013.

THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED

I acknowledg				to be bound by those terms :		on be accepted.
Legal Name of Business or Organisation (Applicant)						
	COMPANY / PARTNERS	SHIP / SOLE TRADER / INCORPORATE	ED .	,		
Applicants ACN			Applicant	s ABN		
			must match the name of th	ne Applicant. ABN and Trust o		
Do way anayata thyayah a	If you are a Part	tnership please set out al	bove name of all principal	s behind the partnership, tra	ding as the name o	f the partner.
Do you operate through a Trust? □ Yes □ No If yes:						
irust:	☐ Yes ☐ No	If yes:				ARN
		must correspond with the	e name of the Trust. The e	ntity/company behind the Tru	ust must be entered	against name of Applicant above
To Pro Nove (Professor	"As Trustee For	(ATF)".				
Trading Name of Business						
or Organisation	PREMISES / TRADING N	NAME				
	T NEWISES / TRADING T	WINE				
Address						
	ADDRESS					
						POSTCODE
Address for Correspondence						
	ADDRESS					
					POSTCODE	MOBILE
	EMAIL					PHONE
Date on which music usage	LIVING					THORE
commenced						
	COMMENCEMENT DA	TE				FAX
	MR/MRS/MISS/MS	GIVEN NAME(S)			SURNAME	
Destrict of Desire Charles		.,,				
Position of Person Signing	DIRECTOR / REORDIETO	OR / AUTHORISED REPRESENTATIVE				
Signed by/on behalf	DIRECTOR / PROPRIETO	NU LWO I LIORIDED KELKEZEN I WILLIA				
of the Applicant						
	SIGNATURE			,		DATE

APRA Licence Agreement Halls & Function Centres



1. SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.2 The licence in clause 1.1 does not include or authorise:
 - (a) the public reception of any performance beyond the precincts of the Premises;
 - (b) the performance of Grand Right Works in their entirety;
 - (c) the performance in whole or in part of any musical work in a Dramatic Context;
 - (d) the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - (e) the performance of any choral work of more than 20 minutes duration in its entirety;
 - (f) the performance of any music and associated words so as to burlesque or parody the work.
 - (g) the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - (h) the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or
 - (i) any other right not expressly granted under this agreement.

2. DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's notice terminating on the anniversary of the expiry of the initial period.

3. CALCULATION OF AMOUNT PAYABLE

- 3.1 Subject to APRA's right to reassess the amount payable under clause 3.3, the Applicant must pay APRA:
 - (a) for the first Licence Year, an amount equal to the greater of:
 - (i) the amount calculated in accordance with the formula specified on the front of this agreement using the annual rates current for that Licence Year; and
 - (ii) the minimum annual fee current for that Licence year; and
 - (b) for each subsequent Licence Year, an amount equal to the greater of:
 - the amount calculated in accordance with the formula specified on the front of this agreement for the particulars notified by the Applicant to APRA as at the date of APRA's invoice under clause 6 using the annual rate current for that Licence Year; and
 - (ii) the minimum annual fee current for that Licence Year.
- 3.2 On 1 December each year, the GST exclusive annual rate and the GST exclusive minimum annual fee will be calculated by increasing the then current GST exclusive annual rate and the then current GST exclusive minimum annual fee by the percentage increase in the Consumer Price Index between the last 2 September Quarters.
- 3.3 On APRA's receipt of the information under clause 4.1, APRA may issue an invoice for any additional amount payable.

4. SUPPLY OF INFORMATION

- 4.1 The Applicant must notify APRA within 28 days of any change to the particulars on the front of this agreement.
- 4.2 The Applicant must notify APRA of each Excluded Function no later than 7 days before it is to be held.
- 4.3 The Applicant must, within 14 days after APRA's request:
 - (a) provide APRA with such details as APRA may request of all the Functions held during the period specified by APRA from time to time; and
 - (b) supply APRA with a list of all music performed at the Premises in the form and for the period specified by APRA from time to time.

5. CONFIDENTIALITY

- 5.1 Subject to clause 5.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- 5.2 APRA may disclose this information to its auditors and other professional advisers.

6. PAYMENT

The Applicant must pay the amount payable calculated in accordance with clause 3 for each Licence Year within 14 days after the date of APRA's invoice stating the amount payable for the Licence Year.

7. RECORDS

The Applicant must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to APRA under this agreement can be properly ascertained.

8. AUDIT OR EXAMINATION

- 8.1 APRA may on 7 days notice to the Applicant audit or examine the Applicant's books of account and other records to:
 - (a) determine the correctness of any report or payment under this agreement; or
 - b) in the case of a failure by the Applicant to provide information in accordance with clause 4, to obtain information required to be provided under that clause.

- 8.2 The Applicant must pay the cost of the audit or examination if it:
 - (a) establishes that the information provided by the Applicant resulted in the amounts payable under this agreement being understated by more than 5%; or
 - (b) is undertaken under clause 8.1(b).

. TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- (a) fails to pay any sum when due under this agreement within 14 days after the due date;
- (b) breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- (c) being a corporation, 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; or
- (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

10. DEFINITIONS

In this agreement:

Agent means any agent, manager, assistant or associate of the Live Artist Performer. Capacity of the Premises means that licensed by the relevant local authority, or if no such licence applies, the maximum number of persons who may be accommodated at the Premises.

Consumer Price Index means the Index of that title All Groups Sydney published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and **September Quarter** means quarter year ending 30 September.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

Gross Expenditure on Live Artist Performers means all monies and the monetary value of all benefits receivable directly or indirectly by the Live Artist Performer including all salaries, wages, profit shares, allowances, accommodation, travelling and other expenses and whether receivable by or on behalf of the Live Artist Performer or an Agent.

Licence Year means any 12 month period commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

Live Artist Performer means any performer participating in the performance of music including featured and associated singers, musicians, dancers, models and conductors. Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which is owned or controlled by APRA for Australia.

11. DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRA|AMCOS.

12. NOTICES

- 12.1 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.
- 12.2 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.

13. MISCELLANEOUS

- 13.1 No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- 13.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- 13.3 This agreement may only be varied by the written agreement of the parties.
- 13.4 The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes arising, in respect of this agreement.
- 13.5 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.

14. PRIVACY NOTICE

OFFICE USE ONLY								
SIGNED AS AGREED BY APRA APRA accepts the application and grants a licence on the terms set out in this Licence Agreement. For and on behalf of APRA by its duly authorised officer:								
SIGNATURE			DATE					
CLIENT NO.	GST EXCLUSIVE FEE	RECEIVED	PREMISES TYPE CODE					

APRA Licence Application Eisteddfod



GNQ

Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

I/We apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire, together with any words usually associated therewith given at an annual Eisteddfod by live artists by or under the authority of the Organiser of the Eisteddfod.

Annual Rates

The annual rate* is:

CLIENT NO.

\$ 80.55

AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST.

* The rates set out above are current from 1 December 2012 to 30 November 2013.

THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED

If you require help completing this licence application please call Client Services on 1300 852 388.

I acknowledge that I have read the terms attached to this application and agree to be bound by those terms should my application be accepted.

Legal Name of Business or Organisation (Applicant)					-		
Applicants ACN Applicants ACN Applicants ABN The ACN and/or ABN (if you have one) must match the name of the Applicant. ABN and Trust details not required if ACN provided.							
Do you operate through a Trust?	If you are a Partnership please set out above name of all principals behind the partnership, trading as the name of the partner. Yes No If yes: ABN						
Trading Name of Business or Organisation	The Trust ABN mu "As Trustee For (A	TF)".	ith the name of the	Trust. The entity/com	pany behind the Tru	ist must be entered	against name of Applicant above
Address	ADDRESS						
Address for Correspondence	ADDRESS						POSTCODE
Date on which music usage commenced	EMAIL COMMENCEMENT DATE MR/MRS/MISS/MS	GIVEN NAME(S)				POSTCODE SURNAME	PHONE FAX
Position of Person Signing	DIRECTOR / PROPRIETOR /		ITATIVE			SURNAME	
Signed by/on behalf of the Applicant	SIGNATURE	. AUTHURISED RETRESEN	VIANVE				DATE
	SIGNATURE						Drift

APRA Licence Agreement Eisteddfod



SCOPE OF LICENCE

- **1.** 1.1 APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.2 The licence in clause 1.1 does not include or authorise:
 - (a) the public reception of any performance beyond the precincts of
 - (b) the performance of Grand Right Works in their entirety;
 - (c) the performance in whole or in part of any musical work in a Dramatic Context;
 - (d) the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - (e) the performance of any choral work of more than 20 minutes
 - duration in its entirety;
 (f) the performance of any music and associated words so as to burlesque or parody the work;
 - (g) the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - (h) the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia
 - (i) any other right not expressly granted under this agreement.

2.

DURATION OF THE AGREEMENTThis agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's notice terminating on the anniversary of the expiry of the initial period.

CALCULATION OF AMOUNT PAYABLE

- The Applicant must pay APRA for each Licence Year, an amount equal to the annual rate current for that Licence Year. 3.1
- 3.2 On 1 December each year, the GST exclusive annual rate will be calculated by increasing the then current GST exclusive annual rate by the percentage increase in the Consumer Price Index between the last 2 September Quarters.

SUPPLY OF INFORMATION

- The Applicant must notify APRA within 28 days of any change to the particulars on the front of this agreement.
- The Applicant must, on request by APRA, supply APRA with a list of 4.2 all music performed at the Premises in the form and for the period specified by APRA from time to time.

CONFIDENTIALITY

- Subject to clause 5.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- APRA may disclose this information to its auditors and other professional advisers. 5.2

6. **PAYMENT**

The Applicant must pay the amount payable calculated in accordance with clause 3 for each Licence Year within 14 days after the date of APRA's invoice stating the amount payable for the Licence Year.

7. **TERMINATION**

- APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:
- (a) fails to pay any sum when due under this agreement within 14 days

- (c) being a corporation, 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; or
- being an individual, commits any act of bankruptcy or enters into a (d) scheme of arrangement with creditors.

DEFINITIONS 8.

In this agreement:

Consumer Price Index means the Index of that title All Groups Sydney published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and **September Quarter** means quarter year ending 30 September.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

Licence Year means any 12 month period commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which is owned or controlled by APRA for Australia.

9. **DISPUTE RESOLUTION**

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRAJAMCOS.

10.

- 10.1 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
- A facsimile is deemed to have been received on production of a 10.2 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.

MISCELLANEOUS 11.

- 11.1 No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- 11.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- 11.3 This agreement may only be varied by the written agreement of the
- The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and 11.4 taxes, arising in respect of this agreement.
- 11.5 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.

12.

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA and will not be disclosed to any third parties

(b)	after the due date; breaches any other breach within 7 day APRA;	term of this agreement and fails to rem is after being requested in writing to d	iedy the po	except in accordance with the privacy policy of APRA. The privacy policy can be obtained from APRA.		
OFFICE	USE ONLY					
	AS AGREED BY APRA pts the application and grants a lice	nce on the terms set out in this Licence Agreement. For and	d on behalf of APRA by its duly autho	rised officer:		
SIGNATURE					DATE	
CLIENT NO		GST EXCLUSIVE FEE	RECEIVED		PREMISES TYPE CODE	

APRA Licence Application Skating Rink



CLIENT NO

Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

I/We apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire by means of recorded music, excluding coin operated machines, at the Premises being a skating rink (roller or ice).

GNR Annual Rates The annual rate* is \$1.70 per day upon which music is used to accompany skating subject to a minimum annual fee* of \$65.72. x \$1.70 =\$ Number of days per annum on which music is used: AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST. * The rates set out above are current from 1 December 2012 to 30 November 2013. THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED If you require help completing this licence application please call Client Services on 1300 852 38 I acknowledge that I have read the terms attached to this application and agree to be bound by those terms should my application be accepted. Legal Name of Business or Organisation (Applicant) COMPANY / PARTNERSHIP / SOLE TRADER / INCORPORATED Applicants ACN Applicants ABN The ACN and/or ABN (if you have one) must match the name of the Applicant. ABN and Trust details not required if ACN provided. If you are a Partnership please set out above name of all principals behind the partnership, trading as the name of the partner. Do you operate through a Trust? ☐ Yes ☐ No NAME OF TRUST ABN The Trust ABN must correspond with the name of the Trust. The entity/company behind the Trust must be entered against name of Applicant above 'As Trustee For (ATF)". **Trading Name of Business** or Organisation PREMISES / TRADING NAME Address ADDRESS Address for Correspondence ADDRESS POSTCODE MOBILE FMAII PHONE Date on which music usage commenced FAX COMMENCEMENT DATE MR/MRS/MISS/MS GIVEN NAME(S) SURNAME Position of Person Signing DIRECTOR / PROPRIETOR / AUTHORISED REPRESENTATIVE Signed by/on behalf of the Applicant

APRA Licence Agreement Skating Rink



1. SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.2 The licence in clause 1.1 does not include or authorise:
- (a) the public reception of any performance beyond the precincts of the Premises;
- (b) the performance of Grand Right Works in their entirety;
- (c) the performance in whole or in part of any musical work in a Dramatic Context;
- (d) the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
- (e) the performance of any choral work of more than 20 minutes duration in its entirety;
- the performance of any music and associated words so as to burlesque or parody the work;
- (g) the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
- the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or
- (i) any other right not expressly granted under this agreement.

2. DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's notice terminating on the anniversary of the expiry of the initial period.

3. CALCULATION OF AMOUNT PAYABLE

- 3.1 Subject to APRA's right to reassess the amount payable under clause 3.3, the Applicant must pay APRA:
- (a) for the first Licence Year, an amount equal to the greater of:
- the total of the daily rate current for that Licence Year for the number of days set out on the front of this agreement; and
- (ii) the then current minimum annual fee; and
- (b) for each subsequent Licence Year, an amount equal to the greater of:
- the total of the daily rate current for that Licence Year for the number of days notified by the Applicant to APRA as at the date of APRA's invoice under clause 6; and
- (ii) the then current minimum annual fee.
- 3.2 On 1 December each year, the GST exclusive daily rates and the minimum annual fee will be calculated by increasing the then current GST exclusive daily rates and the then current GST exclusive minimum annual fee by the percentage increase in the Consumer Price Index between the last 2 September Quarters.
- 3.3 On APRA's receipt of the information under clause 4.1, APRA may issue an invoice for any additional amounts payable.

4. SUPPLY OF INFORMATION

- 4.1 The Applicant must notify APRA within 28 days of any change to the particulars on the front of this agreement.
- 4.2 The Applicant must, on request by APRA, supply APRA with a list of all music performed at the Premises in the form and for the period specified by APRA from time to time.

5. CONFIDENTIALITY

- 5.1 Subject to clause 5.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- 5.2 APRA may disclose this information to its auditors and other professional advisers.

6. PAYMENT

The Applicant must pay the amount payable calculated in accordance with clause 3 for each Licence Year within 14 days after the date of APRA's invoice stating the amount payable for the Licence Year.

7. TERMINATION

- APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:
- (a) fails to pay any sum when due under this agreement within 14 days after the due date;
- (b) breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- being a corporation, 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; or
- (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

3. DEFINITIONS

In this agreement:

Consumer Price Index means the Index of that title All Groups Sydney published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and **September Quarter** means quarter year ending 30 September.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

Licence Year means any 12 month period commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which is owned or controlled by APRA for Australia.

9. DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRA|AMCOS.

10. NOTICES

- 10.1 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
- 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.
- 10.2 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.

11. MISCELLANEOUS

- 11.1 No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- 11.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- 11.3 This agreement may only be varied by the written agreement of the parties.
- 11.4 The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this agreement.
- 11.5 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.

12. PRIVACY NOTICE

OFFICE USE ONLY								
SIGNED AS AGREED BY APRA APRA accepts the application and grants a licence on the terms set out in this Licence Agreement. For and on behalf of APRA by its duly authorised officer:								
SIGNATURE			DATE					
CLIENT NO.	GST EXCLUSIVE FEE	RECEIVED	PREMISES TYPE CODE					

APRA Licence Application Church



CLIENT NO.

Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

I/We apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire at performances by the Applicant at Church related functions, but not at performances outside of a typical worship ceremony of order of service where admission fees are charged or where professional musicians receive a form of payment.

		GNW
Annual Rates		
	The annual rate* is:	\$ 80.55
AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST. * The rates set out above are current from 1 December 2012 to 30 November 2013.		

THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED

If you require help completing this licence application please call Client Services on 1300 852 388.

I acknowledge that I have read the terms attached to this application and agree to be bound by those terms should my application be accepted.

egal Name of Business or				
rganisation (Applicant)				
gamsation (Applicant)	COMPANY / PARTNERSH	IIP / SOLE TRADER / INCORPORATED		
pplicants ACN		Applica		
	The ACN and/or	ABN (if you have one) must match the name of	the Applicant. ABN and Trust details not required if als behind the partnership, trading as the name of t	ACN provided.
you operate through a	ii you ale a raiti	iership please set out above hame of an princip	als belining the partitership, trading as the hame of t	ne partner.
ist?	☐ Yes ☐ No	If yes:		
31:	□ 163 □ 1NO	NAME OF TRUST		ABN
	The Trust ABN m	ust correspond with the name of the Trust. The	entity/company behind the Trust must be entered a	
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the Applicant				
ше Аррисанс	SIGNATURE			DATE
	SIGNATURE			DAIL

APRA Licence Agreement Church



1. SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.2 The licence in clause 1.1 does not include or authorise:
 - (a) the public reception of any performance beyond the precincts of the Premises:
 - (b) the performance of Grand Right Works in their entirety;
 - (c) the performance in whole or in part of any musical work in a Dramatic Context:
 - (d) the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - (e) the performance of any choral work of more than 20 minutes duration in its entirety;
 - (f) the performance of any music and associated words so as to burlesque or parody the work;
 - (g) the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - (h) the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or (i) any other right not expressly granted under this agreement.

2. DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's notice terminating on the anniversary of the expiry of the initial period.

3. CALCULATION OF AMOUNT PAYABLE

- 3.1 The Applicant must pay APRA for each Licence Year, an amount equal to the annual rate current for that Licence Year.
- 3.2 On 1 December each year, the GST exclusive annual rate will be calculated by increasing the then current GST exclusive annual rate by the percentage increase in the Consumer Price Index between the last 2 September Quarters.

4. SUPPLY OF INFORMATION

- 4.1 The Applicant must notify APRA within 28 days of any change to the particulars on the front of this agreement.
- 4.2 The Applicant must, on request by APRA, supply APRA with a list of all music performed at the Premises in the form and for the period specified by APRA from time to time.

5. CONFIDENTIALITY

- 5.1 Subject to clause 5.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- 5.2 APRA may disclose this information to its auditors and other professional advisers.

6. PAYMENT

The Applicant must pay the amount payable calculated in accordance with clause 3 for each Licence Year within 14 days after the date of APRA's invoice stating the amount payable for the Licence Year.

7. TERMINATION

- APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:
- fails to pay any sum when due under this agreement within 14 days after the due date;
- (b) breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- (c) being a corporation, 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; or

(d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

8. **DEFINITIONS**

In this agreement:

Consumer Price Index means the Index of that title All Groups Sydney published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and **September Quarter** means quarter year ending 30 September.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it

Licence Year means any 12 month period commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which is owned or controlled by APRA for Australia.

9. DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRA|AMCOS.

10. NOTICES

- 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
- 10.2 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.

11. MISCELLANEOUS

- 11.1 No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- 11.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- 11.3 This agreement may only be varied by the written agreement of the parties.
- 11.4 The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this agreement.
- 11.5 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.

12. PRIVACY NOTICE

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA and will not be disclosed to any third parties except in accordance with the privacy policy of APRA. The privacy policy can be obtained from APRA.

OFFICE USE ONLY	

SIGNED AS AGREED BY APRA

APRA accepts the application and grants a licence on the terms set out in this Licence Agreement. For and on behalf of APRA by its duly authorised officer:

SIGNATURE			DATE
CLIENT NO.	GST EXCLUSIVE FEE	RECEIVED	PREMISES TYPE CODE

APRA|AMCOS Licence Application Background Music - Hospitality



Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

I/We apply for a licence from APRA/AMCOS which, subject to the terms set out on the accompanying pages, authorises the performance in public and/or the the Communication of Works with APRA's repertoire and reproduction of Works within AMCOS's repertoire

in the circumstances and by the method(s) described below:

to perform in public by the methods described below (Public Performance);

to communicate by the use of radio, CD, tape or other storage device when operated by way of audio device on a telecommunication system to telephone callers on hold (Music On Hold - Communication); to reproduce for use as Music On Hold at the Premises (Music on Hold - Reproduction); to reproduce for use as Background Music at the Premises (Background Music - Reproduction).

Annual rates set out below are current from 1 December 2012 to 30 November 2013. Where multiple locations are covered under this application, a schedule must be attached providing the relevant details of each location

RESTAURANT, CAFÉ		Annual Rate Per Device For annual licences with a Commencement Date as set out below, licence fees shall be paid at the following rates:				
DEVICE	Total Area (m ²)	Qty (units)	1 Dec 2012 - 30 Nov 2013 & thereafter*	Total \$	Owner or Operator's Name (if supplied by a third party)	
BACKGROUND MUSIC (CD players, tape players, online music services (see below), background music services and/or	(BDB1)	less than 300m ²		\$127.25***		
each zone/channel of a Multi-Channel Device AND digital device players such as iPods, MP3 players and PCs etc)	(BDB2)	300m ² and above		\$254.54***		
REPRODUCTION (Number of tracks reproduced to digital device players such as iPods, MP3 players and PCs etc) #	(RBD)		No. of tracks	See below #		
RADIO	(BDR1)	less than 300m ²		\$101.82***		
	(BDR2)	300m ² and above		\$127.25***		
TV** (TVs used to show video/DVD, free to air TV, and/or	(BDT1)	less than 300m ²		\$101.82***		
subscription TV)	(BDT2)	300m ² and above		\$127.25***		
AUDIO JUKEBOX (BDJ)				\$275.64***		
VIDEO JUKEBOX (BDV) (Includes video/DVD jukeboxes)				\$385.90***		
LARGE SCREEN (BDS) (Includes large screen video/DVD players, projectors and TVs with a diagonal screen larger than 105cm, used to show video/DVD, free to air TV, and/or subscription TV)				\$385.90***		
				TOTAL	\$	
*Subject to yearly increase in accordance with the Consumer Price I	ndev		# Dubbing (Reprodu	uction) tariff to use digital download	s or to reproduce or co	ony from one material form to another

Legal Name of Business or

For the purpose of this agreement APRA will consider any 4 TVs irrespective of configuration as a large screen. *Exclusive of reception areas, bathrooms, access ways and food & beverage preparation areas.

Dubbing (Reproduction) tariff to use digital downloads or to reproduce or copy from one material form to another for the purpose of providing Background Music at the Premises. Annual Licence Fee for number of copies made in the year: up to 500 \$145.54, up to 1,000 \$242.55, and \$97.03 for each additional 500 tracks or part thereof.

CLIENT NO.

MUSIC ON HOLD								
External Lines Per	Communica	ation (GMH)	Reproduct					
Location	Annual Rate Per Location	No. Of Locations	Annual Rate Per Location ##	No. Of Locations	Total \$			
1-5 lines	\$145.23		\$36.31					
6-10 lines	\$229.34		\$57.34					
11-25 lines	\$397.53		\$99.39					
26-50 lines	\$802.69		\$99.39					
51-100 lines	\$1,376.06		\$99.39					
For additional lines please contact us directly - 1300 852 388 or licence@apra.com.au ## Only applies when copies are made for music on hold purposes only.								

AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST. THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED.

If you require help completing this licence application please call Client Services on 1300 852 388

I acknowledge that I have read the terms attached to this application and agree to be bound by those terms should my application be accepted.

Organisation (Applicant)					
	COMPANY / PARTNERSHIP / SOLE TRADER / INCORPORATED				
Applicants ACN	Applicants ABN The ACN and/or ABN (if you have one) must match the name of the Applicant. ABN and Trust details not required if ACN provided. If you are a Partnership please set out above name of all principals behind the partnership, trading as the name of the partner.				
Do you operate through a Trust?	☐ Yes ☐ No	If yes:			
	The Trust APN must	NAME OF TRUST	Trust The entity/company hebind the	Trust must be entered against name of Applicant	ABN
Trading Name of Business or Organisation	THE HUSE ABN HUSE	correspond with the name of the i	irust. The entity/company bening the	must must be entered against name of Applicant of	above as itustee for (AIF) .
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Position of Person Signing					
	DIRECTOR / PROPRIETOR / AUTHORISED REPRESENTATIVE				
Signed by/on behalf of the Applicant					
• •	SIGNATURE				DATE

APRA|AMCOS Licence Agreement Background Music - Hospitality



1 SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public and/or communicate Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.2 The licence in clause 1.1 does not include or authorise:
 - (a) the public reception of any performance beyond the precincts of the Premises;
 - (b) the performance of Grand Right Works in their entirety;
 - (c) the performance in whole or in part of any musical work in a Dramatic Context;
 - the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - (e) the performance of any choral work of more than 20 minutes duration in its entirety;
 - the performance of any music and associated words so as to burlesque or parody the work:
 - (g) the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - (h) the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or
 - (i) any other right not expressly granted under this agreement. AMCOS grants the Applicant a licence to reproduce Works with
- 1.3 AMCOS grants the Applicant a licence to reproduce Works with AMCOS' Repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.4 The licence in clause 1.3 does not include or authorise:
 - (a) the reproduction of any musical work into an Advertisement;
 - the reproduction of any musical work into any Record or film, if the reproductions of the Record or film will be released for theatrical exhibition or sale or hire to the public in any format.
 - the reproduction of any musical work with new or substituted lyrics, or any lyrics which have been notified by AMCOS as prohibited;
 - (c) the reproduction of any musical work or lyrics in a graphic form;
 - (d) the reproduction of any sound recording (this permission is obtained from the PPCA or directly from record labels);
 - (e) the reproduction of any Production Music; or
 - (f) any other right not expressly granted under this agreement.

2. DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's written notice terminating on the anniversary of the expiry of the initial period.

3. CALCULATION OF AMOUNT PAYABLE

- 3.1 Subject to APRA|AMCOS's right to reassess the amount payable under clause 3.3, the Applicant must pay APRA|AMCOS:
- (a) for the first Licence Year, an amount equal to the total of each annual rate current for that Licence Year, for each Device specified on the front of this agreement; and
- b) for each subsequent Licence Year, an amount equal to the total of each annual rate current for that Licence Year, for each Device used for the performance of APRA|AMCOS's repertoire as at the date of APRA|AMCOS's invoice under clause 6.
- 3.2 In reference to the front of this agreement, GST exclusive annual rates will be calculated by increasing the then current GST exclusive annual rates by the percentage increase in the Consumer Price Index between the last 2 September Quarters.
- 3.3 On APRA|AMCOS's receipt of the information under clause 4, APRA|AMCOS may issue an invoice for any additional amounts payable.

4. SUPPLY OF INFORMATION

- 4.1 The Applicant must notify APRA|AMCOS within 28 days of any change to the particulars on the front of this agreement.
- 4.2 The Applicant must, on request by APRA|AMCOS, supply APRA|AMCOS with a list of all music performed or reproduced at the Premises in the form and for the period specified by APRA|AMCOS from time to time.

5. CONFIDENTIALITY

- 5.1 Subject to clause 5.2, APRA|AMCOS agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- 5.2 APRA|AMCOS may disclose this information to its auditors and other professional advisers.

6. PAYMENT

The Applicant must pay the amount payable calculated in accordance with clause 3 for each Licence Year within 14 days after the date of APRA|AMCOS's invoice stating the amount payable for the Licence Year

7. RECORDS

The Applicant must keep accurate records in sufficient detail to ensure that all amounts payable to APRA|AMCOS under this agreement can be properly ascertained.

8. AUDIT OR EXAMINATION

- 8.1 APRA|AMCOS may on 7 days notice to the Applicant audit or examine the Applicant's records to:
 - (a) determine the correctness of any report or payment under this agreement; or
 - (b) in the case of a failure by the Applicant to provide information in accordance with clause 4 to obtain information required to be provided under that clause.
- 3.2 The Applicant must pay the cost of the audit or examination if it:
 - (a) establishes that the information provided by the Applicant resulted in the amounts payable

under this agreement being understated by more than 5%;

(b) is undertaken under clause 8.1(b).

. TERMINATION

APRA|AMCOS may immediately terminate this agreement by notice to the Applicant if the Applicant:

- (a) fails to pay any sum when due under this agreement within 14 days after the due date;
- b) breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRAJAMCOS;
- (c) being a corporation, 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; or
- (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors

10. DEFINITIONS

In this agreement:

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.

Consumer Price Index means the Index of that title All Groups Sydney published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and **September Quarter** means quarter year ending 30 September.

Device means any device referred to on the front of this agreement.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

Licence Year means any 12 month period (or part thereof) commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

Multi-Channel Device means any equipment capable of playing more than one stream of music at the same time.

Production Music means any musical work for which AMCOS is also granted the right to license the reproduction of the sound recording of that work;

Record includes a disc, tape, paper, electronic file or other device in which sounds are embodied; Reproduction has the same meaning as in the Copyright Act 1968;

Works within AMCOS' repertoire means all musical works and associated literary works for which AMCOS is entitled to grant the licence referred to in clause 1.3 of this agreement, except Production Music; and

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the rights of public performance of which is owned or controlled by APRA|AMCOS for Australia.

11. DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRA|AMCOS.

2. NOTICES

- 12.1 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.
- 12.2 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.

13. MISCÉLLANEOUS

- 13.1 No waiver by APRA|AMCOS of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- 13.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA|AMCOS's prior written consent.
- 13.3 Subject to clause 13.4, this agreement may only be varied by the written agreement of the parties.
- 13.4 APRA|AMCOS may vary the terms of this agreement, including the rate payable, by notice to the Applicant. Within 30 days after the date of such notice the Applicant may terminate the agreement with immediate effect. If the Applicant continues to exercise the rights granted under this agreement 30 days after the date of the notice, the agreement will continue as varied.
- 13.5 The Applicant must pay to APRA|AMCOS within 14 days after the date of an invoice issued by APRA|AMCOS an amount on account of stamp duties and taxes, arising in respect of this agreement.
- 13.6 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.

14. PRIVACY NOTICE

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA|AMCOS and will not be disclosed to any third parties except in accordance with the privacy policy of APRA|AMCOS. The privacy policy can be obtained from APRA|AMCOS.

OFFICE USE ONLY				
SIGNED AS AGREED BY APRA APRA accepts the application and grants a licence on the terms set out in this Licence Agreement. For and on behalf of APRA by its duly authorised officer:		SIGNED AS AGREED BY AMCOS AMCOS accepts the application and grants a licence on the terms set out in this Licence Agreen For and on behalf of AMCOS by its duly authorised officer:		
SIGNATURE	DATE	SIGNATURE	DATE	
CLIENT NO.	GST EXCLUSIVE FEE	RECEIVED	PREMISES TYPE CODE	

APRA|AMCOS Licence Application Background Music - Fitness Centres



CLIENT NO

Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790

I/We apply for the following licence(s) from APRA/AMCOS which, subject to the terms set out on the accompanying pages, authorises the performance in public and/or the Communication of Works within APRA's repertoire and/or the reproduction of Works within AMCOS' repertoire in the circumstances and by the method(s) described below:

to perform in public by the methods described below (Public Performance):

DEVICE

BACKGROUND MUSIC (BFB)

such as iPods, MP3 players and PCs etc) # RADIO (BFR) AND/OR TV (BFT) *

iPods, MP3 players and PCs etc)

AUDIO JUKEBOX (BFJ)

- to communicate by the use of radio, CD, tape or other storage device when operated by way of audio device on a telecommunication system to telephone callers on hold (Music On Hold Communication); to reproduce for use as Music On Hold at the Premises (Music on Hold Reproduction);
- to reproduce for use as Background Music at the Premises (Background Music Reproduction).

 Annual rates set out below are current from 1 December 2012 to 30 November 2013. Where multiple locations are covered under this application, a schedule must be attached providing the relevant details of each location

Video Juke Box:

Large Screen:

Annual Rate Per Device FITNESS CENTRE (Public Performance) For annual licences with a Commencement Date as set out be elow, licence fees shall be paid at the following rates: Owner or Operator's Name (if Total \$ 30 Nov 2013 & supplied by a third party) thereafter (CD players, tape players, online music services (see below), background music services and/or each zone/channel of a Multi-Channel Device **AND** digital device players such as \$199.22 **REPRODUCTION (RBF)** (Number of tracks reproduced to digital device players No. of tracks See below # Radio: \$128.91 (TV sets include TVs used to show video/DVD, free to air, and/or subscription TV) TV: \$128.91

\$292.94

\$410.12

\$410.12

* For the purpose of this agreement, APRA will consider any 4 TVs irrespective of configuration as a large screen.

VIDEO JUKEBOX (BFV) AND/OR LARGE SCREEN (BFS)

(Includes video/DVD, large screen video/DVD players, projectors and TVS with a diagonal screen larger than 105cm, used to show video/DVD, free to air TV, and/or subscription TV)

Dubbing (Reproduction) tariff to use digital downloads or to reproduce or copy from one material form to another for the purpose of providing Background Music at the Premises. Annual Licence Fee for number of copies made in the year: up to 500 \$145.54, up to 1,000 \$242.55, and \$97.03 for each additional 500 tracks or part thereof.

MUSIC ON HOLD Communication (GMH) Reproduction (RMH) **External Lines Per Annual Rate Per** No. Of Locations **Annual Rate Per** No. Of Locations Total \$ Location Location ## Location \$145.23 1-5 lines \$36.31 6-10 lines \$229.34 \$57.34 11-25 lines \$397.53 \$99.39 26-50 lines \$802.69 \$99.39 51-100 lines \$1,376.06 \$99.39 For additional lines please contact us directly - 1300 852 388 or licence@apra.com.au

Only applies when copies are made for music on hold purposes only.

AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST. THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED If you require help completing this licence application please call Client Services on 1300 852 388

I acknowledge that I have read the terms attached to this application and agree to be bound by those terms should my application be accepted.

Legal Name of Business or Organisation (Applicant) COMPANY / PARTNERSHIP / SOLE TRADER / INCORPORATED Applicants ACN Applicants ABN The ACN and/or ABN (if you have one) must match the name of the App principals behind the partnership, trading as the name of the partner. nd Trust details not required if ACN provided. If you are a Partnership please set out above name of all Do you operate through a Trust? П Уез П № If yes: NAME OF TRUST ABN The Trust ABN must correspond with the name of the Trust. The entity/company behind the Trust must be entered against name of Applicant above "As Trustee For (ATF)" **Trading Name of Business** or Organisation PREMISES / TRADING NAME Address ADDRESS POSTCODE Address for Correspondence ADDRESS POSTCODE MOBIL F FMAII PHONE Date on which music usage commenced COMMENCEMENT DATE FAX MR/MRS/MISS/MS GIVEN NAME(S) SURNAME Position of Person Signing DIRECTOR / PROPRIETOR / AUTHORISED REPRESENTATIVE Signed by/on behalf

This application form will only constitute a Licence Agreement when the Applicant receives a signed agreement from APRAJAMOS. APRAJAMOS may refuse to grant a Licence Agreement or may return it to you for corrections where the information contained in

DATE

SIGNATURE

of the Applicant

APRA|AMCOS Licence Agreement Background Music - Fitness Centres



SCOPE OF LICENCE

APRA grants the Applicant a licence to perform in public and/or communicate Works within APRA's repertoire in the circumstances and by the methods described on the front of this

- The licence in clause 1.1 does not include or authorise:
 - the public reception of any performance beyond the precincts of the Premises;
 - the performance of Grand Right Works in their entirety;
 - the performance in whole or in part of any musical work in a Dramatic
 - the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - the performance of any choral work of more than 20 minutes duration in its entirety;
 - (f) the performance of any music and associated words so as to burlesque or parody the
 - the performance of any musical work with new or substituted lyrics, or any lyrics which (g) have been notified by APRA as prohibited;
 - the performance of any sound recording (this permission is obtained from the (h) Phonographic Performance Company of Australia Limited); or
 - any other right not expressly granted under this agreement.
- AMCOS grants the Applicant a licence to reproduce Works with AMCOS' Repertoire for the Purpose.
- The licence in clause 1.3 does not include or authorise:
 - the reproduction of any musical work into an Advertisement;
 - the reproduction of any musical work into any Record or film, if the reproductions of (b) the Record or film will be released for theatrical exhibition or sale or hire to the public in any format:
 - the reproduction of any musical work with new or substituted lyrics, or any lyrics which (c) have been notified by AMCOS as prohibited;
 - (c) the reproduction of any musical work or lyrics in a graphic form;
 - the reproduction of any sound recording (this permission is obtained from the PPCA or (d) directly from record labels);
 - the reproduction of any Production Music; or
 - (f) any other right not expressly granted under this agreement. **DURATION OF THE AGREEMENT**

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's written notice terminating on the anniversary of the expiry of the initial period.

CALCULATION OF AMOUNT PAYABLE

- Subject to APRA|AMCOS's right to reassess the amount payable under clause 3.3, the Applicant must pay APRA|AMCOS:
- for the first Licence Year, an amount equal to the total of each annual rate current for that Licence Year, for each Device specified on the front of this agreement; and
- for each subsequent Licence Year, an amount equal to the total of each annual rate current for (b) that Licence Year, for each Device as at the date of APRA|AMCOS's invoice under clause 6.
- On 1 December 2007 and each year thereafter, the GST exclusive annual rates will be calculated by increasing the then current GST exclusive annual rates by the percentage increase in the Consumer Price Index between the last 2 September Quarters.
- On APRA|AMCOS's receipt of the information under clause 4, APRA|AMCOS may issue an invoice for any additional amounts payable.

SUPPLY OF INFORMATION

- The Applicant must notify APRA|AMCOS within 28 days of any change to the particulars on the front of this agreement.
- The Applicant must, on request by APRA|AMCOS, supply APRA|AMCOS with a list of all music performed or reproduced at the Premises in the form and for the period specified by APRA|AMCOS from time to time.

CONFIDENTIALITY

- Subject to clause 5.2, APRA|AMCOS agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- APRA|AMCOS may disclose this information to its auditors and other professional advisers.

The Applicant must pay the amount payable calculated in accordance with clause 3 for each Licence Year within 14 days after the date of APRAJAMCOS's invoice stating the amount payable

RECORDS

The Applicant must keep accurate records in sufficient detail to ensure that all amounts payable to APRA|AMCOS under this agreement can be properly ascertained.

AUDIT OR EXAMINATION

- APRA|AMCOS may on 7 days notice to the Applicant audit or examine the Applicant's records
- determine the correctness of any report or payment under this agreement; or
- in the case of a failure by the Applicant to provide information in accordance with clause 4.1 to obtain information required to be provided under that clause.

- The Applicant must pay the cost of the audit or examination if it:
- establishes that the information provided by the Applicant resulted in the amounts payable (a) under this agreement being understated by more than 10%;
- is undertaken under clause 8.1(b). (b)

TERMINATION 9.

APRA|AMCOS may immediately terminate this agreement by notice to the Applicant if the Applicant:

- fails to pay any sum when due under this agreement within 14 days after the due date; (a)
- (b) breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA|AMCOS;
- being a corporation, 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; or
- (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

DEFINITIONS

In this agreement:

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.

Consumer Price Index means the Index of that title All Groups Sydney published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and **September Quarter** means quarter year ending 30 September.

Device means any device referred to on the front of this agreement.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

Licence Year means any 12 month period (or part thereof) commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date

Multi-Channel Device means any equipment capable of playing more than one stream of music at the same time.

Production Music means any musical work for which AMCOS is also granted the right to license the reproduction of the sound recording of that work;

Record includes a disc, tape, paper, electronic file or other device in which sounds are embodied; Reproduction has the same meaning as in the Copyright Act 1968;

Works within AMCOS' repertoire means all musical works and associated literary works for which AMCOS is entitled to grant the licence referred to in clause 1.3 of this agreement, except Production Music; and

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the rights of public performance of which is owned or controlled by APRAJAMCOS for Australia.

DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRAJAMCOS.

12. NOTICES

- 12.1 A notice under this agreement must be in writing and may be given to a party by:
- delivering it to the address of the party;
- (b) sending it by pre-paid post to the address of the party; or
- 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.
- 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.

MISCELLANEOUS

- No waiver by APRA|AMCOS of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA|AMCOS's prior written consent.
- Subject to clause 13.4, this agreement may only be varied by the written agreement of the
- APRA|AMCOS may vary the terms of this agreement, including the rate payable, by notice to the Applicant. Within 30 days after the date of such notice the Applicant may terminate the agreement with immediate effect. If the Applicant continues to exercise the rights granted under this agreement 30 days after the date of the notice, the agreement will continue as varied.
- The Applicant must pay to APRA|AMCOS within 14 days after the date of an invoice issued by APRA|AMCOS an amount on account of stamp duties and taxes, arising in respect of this
- 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.

PRIVACY NOTICE

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRAJAMCOS and will not be disclosed to any third parties except in accordance with the privacy policy of APRAJAMCOS. The privacy policy can be obtained from APRA|AMCOS.

OFFICE USE ONLY SIGNED AS AGREED BY APRA APRA accepts the application and grants a licence on the terms set out in this Licence Agreement. For and on behalf of APRA by its duly authorised officer:		SIGNED AS AGREED BY AMCOS AMCOS accepts the application and grants a licence on the terms set out in this Licence Agreement. For and on behalf of AMCOS by its duly authorised officer:			
SIGNATURE	DATE	SIGNATURE	DATE		
CLIENT NO.	GST EXCLUSIVE FEE	RECEIVED	PREMISES TYPE CODE		

APRA|AMCOS Licence Application Background Music - Hospitality



Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

I/We apply for a licence from APRA/AMCOS which, subject to the terms set out on this and the accompanying pages, authorises the performance in public and/or the Communication of Works within APRA's repertoire and/or the reproduction of Works within AMCOS' repertoire in the circumstances

the method(s) described below:
to perform in public by the methods described below (**Public Performance**);
to communicate by the use of radio, CD, tape or other storage device when operated by way of audio device on a telecommunication system to telephone callers on hold (**Music On Hold - Communication**);
to reproduce for use as Music On Hold at the Premises (**Music on Hold - Reproduction**);
to reproduce for use as Background Music at the Premises (**Background Music - Reproduction**).
Annual rates set out below are current from 1 December 2012 to 30 November 2013. Where multiple locations are covered under this application, a schedule must be attached providing the relevant details of each location.

HOTEL, MOTEL, CLUB, TAVERN, BAR (Public Performance)				Annual Rate Per Device For annual licences with a Commencement Date as set out below, licence fees shall be paid at the following rate:					
DEVICE			Qty (units)	1 Dec 2012 - 30 Nov 2013 & thereafter*	Total \$	Owner or Operator's Name (if supplied by a third party)			
BACKGROUND MUSIC (BHB) (CD players, tape players, onl music services and/or each zone/channel of a Multi-Channel Device AI players and PCs etc)	ine music service	es (see below), background e players such as iPods, MP3		\$187.43					
REPRODUCTION (RBH) (Number of tracks reproduced to digit and PCs etc) #	tal device player	rs such as iPods, MP3 players	No. of tracks	See below #					
RADIO (BHR)				\$121.29					
TV (BHT) ** (TVs used to show video/DVD, free to air TV, and	or subscription	ı TV)		\$121.29					
AUDIO JUKEBOX (BHJ)				\$275.64					
VIDEO JUKEBOX (BHV) (Includes video/DVD jukeboxes)				\$385.90					
LARGE SCREEN (BHS) (Includes large screen video/DVD p screen larger than 105cm, used to show video/DVD, free to air TV				\$385.90					
For dedicated restaurant/dining room/café areas v discrete sound source	vith	Dining Area (m ²)	Qty (units)	1 Dec 2012 - 30 Nov 2013 & thereafter*					
BACKGROUND MUSIC	(BHB1)	less than 300m ²		\$127.25					
	(BHB2)	300m ² and above		\$254.54					
RADIO	(BHR1)	less than 300m ²		\$101.82					
	(BHR2)	300m ² and above		\$127.25					
TV**	(BHT1)	less than 300m ²		\$101.82					
	(BHT2)	300m ² and above		\$127.25					
				TOTAL	\$				
* Subject to yearly increase in accordance with the Consumer Price Index			# Dubbing	(Reproduction) tariff to use digital	downloads or to reproduce or copy fro	om one material form to another for the purpose of providing			

Dubbing (Reproduction) tariff to use digital downloads or to reproduce or copy from one material form to another for the purpose of providing Background Music at the Premises. Annual Licence Fee for number of copies made in the year: up to 500 \$145.54, up to 1,000 \$242.55, and \$97.03 for each additional 500 tracks or part thereof.

CLIENT NO.

MUSIC ON HOLD

	Communic	ation (GMH)	Reproduc				
External Lines Per Location	Annual Rate Per Location	No. Of Locations	Annual Rate Per Location ##	No. Of Locations	Total \$		
1-5 lines	\$145.23		\$36.31				
6-10 lines	\$229.34		\$57.34				
11-25 lines	\$397.53		\$99.39				
26-50 lines	\$802.69		\$99.39				
51-100 lines	\$1,376.06		\$99.39				
For additional lines please contact us directly - 1300 852 388 or licence@apra.com.au ## Only applies when copies are made for music on hold purposes only.							

AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST. THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED. If you require help completing this licence application please call Client Services on 1300 852 388.

I acknowledge that I have read the terms attached to this application and agree to be bound by those terms should my application be accepted.

Legal Name of Business o	r
Organisation (Applicant)	

COMPANY / PARTNERSHIP / SOLE TRADER / INCORPORATED

Applicants ABN

The ACN and/or ABN (if you have one) must match the name of the Applicant. ABN and Trust details not required if ACN provided. If you are a Partnership please set out above name of all principals behind the partnership, trading as the name of the partner.

Do you operate through a Trust? ☐ Yes ☐ No

ABN NAME OF TRUST

Trading Name of Business

Address

Applicants ACN

or Organisation PREMISES / TRADING NAME

ADDRESS POSTCODE ADDRESS

Date on which music usage

Address for Correspondence

POSTCODE MORII F EMAIL PHONE

FAX COMMENCEMENT DATE

MR/MRS/MISS/MS GIVEN NAME(S) SURNAME

Position of Person Signing

Signed by/on behalf of the Applicant

commenced

DIRECTOR / PROPRIETOR / AUTHORISED REPRESENTATIVE

This application form will only constitute a Licence Agreement when the Applicant receives a signed agreement from APRAJAMCOS. APRAJAMCOS may refuse to grant a Licence Agreement or may return it to you for corrections where the inform this application is incorrect or incomplete.

Subject to yearly increase in accordance with the Consumer Price Index. * For the purpose of this agreement, APRA will consider any 4 TVs irrespective of configuration as a large screen

APRA|AMCOS Licence Agreement Background Music - Hospitality



1 SCOPE OF LICENCE

APRA grants the Applicant a licence to perform in public and/or communicate Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.

- .2 The licence in clause 1.1 does not include or authorise:
 - (a) the public reception of any performance beyond the precincts of the Premises;
 - (b) the performance of Grand Right Works in their entirety;
 - (c) the performance in whole or in part of any musical work in a Dramatic
 - (d) the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - (e) the performance of any choral work of more than 20 minutes duration in its entirety;
 - (f) the performance of any music and associated words so as to burlesque or parody the work:
 - (g) the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - (h) the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or
 - (i) any other right not expressly granted under this agreement.
- 1.3 AMCOS grants the Applicant a licence to reproduce Works with AMCOS' Repertoire for the Purpose.
- 1.4 The licence in clause 1.3 does not include or authorise:
 - (a) the reproduction of any musical work into an Advertisement;
 - the reproduction of any musical work into any Record or film, if the reproductions of the Record or film will be released for theatrical exhibition or sale or hire to the public in any format;
 - the réproduction of any musical work with new or substituted lyrics, or any lyrics which have been notified by AMCOS as prohibited;
 - (c) the reproduction of any musical work or lyrics in a graphic form;
 - the reproduction of any sound recording (this permission is obtained from the PPCA or directly from record labels);
 - (e) the reproduction of any Production Music; or
 - (f) any other right not expressly granted under this agreement.

2. DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's written notice terminating on the anniversary of the expiry of the initial period.

3. CALCULATION OF AMOUNT PAYABLE

- 3.1 Subject to APRA|AMCOS's right to reassess the amount payable under clause 3.3, the Applicant must pay APRA|AMCOS:
- (a) for the first Licence Year, an amount equal to the total of each annual rate current for that Licence Year, for each Device specified on the front of this agreement; and
- (b) for each subsequent Licence Year, an amount equal to the total of each annual rate current for that Licence Year, for each Device used for the performance of APRA|AMCOS's repertoire as at the date of APRA|AMCOS's invoice under clause 6.
- 3.2 In reference to the front of this agreement, GST exclusive annual rates will be calculated by increasing the then current GST exclusive annual rates by the percentage increase in the Consumer Price Index between the last 2 September Quarters.
- 3.3 On APRA|AMCOS's receipt of the information under clause 4, APRA|AMCOS may issue an invoice for any additional amounts payable.

4. SUPPLY OF INFORMATION

- 4.1 The Applicant must notify APRA|AMCOS within 28 days of any change to the particulars on the front of this agreement.
- 1.2 The Applicant must, on request by APRA|AMCOS, supply APRA|AMCOS with a list of all music performed or reproduced at the Premises in the form and for the period specified by APRA|AMCOS from time to time.

5. CONFIDENTIALITY

- 5.1 Subject to clause 5.2, APRA|AMCOS agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- 5.2 APRA|AMCOS may disclose this information to its auditors and other professional advisers.

6. PAYMENT

The Applicant must pay the amount payable calculated in accordance with clause 3 for each Licence Year within 14 days after the date of APRA|AMCOS's invoice stating the amount payable for the Licence Year.

7. RECORDS

The Applicant must keep accurate records in sufficient detail to ensure that all amounts payable to APRA|AMCOS under this agreement can be properly ascertained.

8. AUDIT OR EXAMINATION

- APRA|AMCOS may on 7 days notice to the Applicant audit or examine the Applicant's records to:
 - (a) determine the correctness of any report or payment under this agreement; or
 - (b) in the case of a failure by the Applicant to provide information in accordance with clause 4 to obtain information required to be provided under that clause.

- 3.2 The Applicant must pay the cost of the audit or examination if it:
 - (a) establishes that the information provided by the Applicant resulted in the amounts payable under this agreement being understated by more than 10%;
 - (b) is undertaken under clause 8.1(b).

9. TERMINATION

APRA|AMCOS may immediately terminate this agreement by notice to the Applicant if the Applicant:

- (a) fails to pay any sum when due under this agreement within 14 days after the due date;
- (b) breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA|AMCOS;
- (c) being a corporation, 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; or
- (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

10. DEFINITIONS

In this agreement:

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.

Consumer Price Index means the Index of that title All Groups Sydney published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and September Quarter means quarter year ending 30 September.

Device means any device referred to on the front of this agreement.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

Licence Year means any 12 month period (or part thereof) commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

Multi-Channel Device means any equipment capable of playing more than one stream of music at the same time.

Production Music means any musical work for which AMCOS is also granted the right to license the reproduction of the sound recording of that work;

Record includes a disc, tape, paper, electronic file or other device in which sounds are embodied; **Reproduction** has the same meaning as in the Copyright Act 1968;

Works within AMCOS' repertoire means all musical works and associated literary works for which AMCOS is entitled to grant the licence referred to in clause 1.3 of this agreement, except Production Music; and

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the rights of public performance of which is owned or controlled by APRAJAMCOS for Australia.

11. DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRA|AMCOS.

2. NOTICES

- 12.1 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.
- 12.2 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.

13. MISCELLANEOUS

- 13.1 No waiver by APRA|AMCOS of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- 13.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA|AMCOS's prior written consent.
- 13.3 Subject to clause 13.4, this agreement may only be varied by the written agreement of the parties.
- 13.4 APRA|AMCOS may vary the terms of this agreement, including the rate payable, by notice to the Applicant. Within 30 days after the date of such notice the Applicant may terminate the agreement with immediate effect. If the Applicant continues to exercise the rights granted under this agreement 30 days after the date of the notice, the agreement will continue as varied.
- 13.5 The Applicant must pay to APRA|AMCOS within 14 days after the date of an invoice issued by APRA|AMCOS an amount on account of stamp duties and taxes, arising in respect of this agreement.
- 3.6 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.

14. PRIVACY NOTICE

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA|AMCOS and will not be disclosed to any third parties except in accordance with the privacy policy of APRA|AMCOS. The privacy policy can be obtained from APRA|AMCOS.

OFFICE USE ONLY				
SIGNED AS AGREED BY APRA APRA accepts the application and grants a licence on the terms set out in this Licence Agreement. For and on behalf of APRA by its duly authorised officer:		SIGNED AS AGREED BY AMCOS AMCOS accepts the application and grants a licence on the terms set out in this Licence Agreemen For and on behalf of AMCOS by its duly authorised officer:		
SIGNATURE		SIGNATURE	DATE	
CLIENT NO.	GST EXCLUSIVE FEE	- RECEIVED	PREMISES TYPE CODE	

APRA|AMCOS Licence Application

BACKGROUND MUSIC - RETAIL & GENERAL



Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

I/We apply for the following licence(s) from APRAJAMCOS which, subject to the terms set out on the accompanying pages, authorises the performance in public and/or the Communication of Works within APRA's repertoire and/or the reproduction of Works within AMCOS' repertoire in the circumstances and by the method(s) described below

CLIENT NO.

- to perform in public by the methods described below (Public Performance); to communicate by the use of radio, CD, tape or other storage device when operated by way of audio device on a telecommunication system to telephone callers on hold (Music On Hold Communication);

- to reproduce for use as Music On Hold at the Premises (**Music on Hold Reproduction**); to reproduce for use as Music On Hold at the Premises (**Background Music Reproduction**); to reproduce for use as Background Music at the Premises (**Background Music Reproduction**).

 Annual rates set out for Background Music are current from 1 January 2013 to 31 December 2013. Where multiple locations are to be covered under this application, a schedule must be attached providing the relevant details of each location.

Background Music (Public Performance)									
			Size (m2)						Total \$
		up to 150	150-499	500-999	1000-1999	2000-4999	+1000m2		
Tier 1	1 device - radio/TV	\$72.77	\$84.91	\$121.29	\$181.93	\$339.59	\$121.29		
Tier 2	1 device - CD/DVD/Video or background music services or multi-channel device of up to 1 stream or digital music service such as iPod/MP3 Player/PC	\$121.29	\$145.54	\$218.31	\$363.85	\$606.42	\$145.54		
Tier 3	1-4 devices and/or multi-channel device of up to 4 streams and/or jukebox	\$194.05	\$278.95	\$412.36	\$630.68	\$1,030.90	\$194.05		
Tier 4	5 or more devices and/or multi-channel device of 5 or more streams and/or jukebox	\$363.85	\$545.78	\$800.46	\$1,212.82	\$1,940.53	\$363.85		
								TOTAL	\$

Size means the floor space of the Licensed Area measured from wall to wall, in metres squared.

Licensed Area means that part of the premises where Works within APRA's repertoire performed under this licence are audible. Multi-channel device means any equipment capable of playing more than one stream of music at the same time.

DIRECTOR / PROPRIETOR / AUTHORISED REPRESENTATIVE

Signed by/on behalf of the Applicant

NB If you require this licence only for a single portable radio, TV, CD, DVD or video player that does not have separate speakers and is not audible throughout the whole of the Premises, the licence fee will be the lowest fee in Tier 1 or 2

Background Music	(Reproduction) (RBC nual Rate per Number of T		Number of tracks copied	Number of premise locations	Total \$	
up to 500	501-1000	for each additional 500				
\$145.54	\$242.55	\$97.03				
## Only applies when copies are made for background music purposes only.						

MUSIC ON HOLD						
	Communica	ntion (GMH)	Reproduc	Reproduction (RMH)		
External Lines Per Location	Annual Rate Per Location	No. Of Locations	Annual Rate Per Location *	No. Of Locations	Total \$	
1-5 lines	\$145.23		\$36.31			
6-10 lines	\$229.34		\$57.34			
11-25 lines	\$397.53		\$99.39			
26-50 lines	\$802.69		\$99.39			
51-100 lines	\$1,376.06		\$99.39			
For additional lines please contact us directly - 1300 852 388 or licence@apra.com.au *The annual rates set out above for Music on Hold are current from 1 December 2012 to 30 November 2013						

AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST. THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED.

If you require help completing this licence application please call Client Services on 1300 852 388

I acknowledge that I have read the terms attached to this application and agree to be bound by those terms should my application be accepted. Legal Name of Business or Organisation (Applicant) COMPANY / PARTNERSHIP / SOLE TRADER / INCORPORATED **Applicants ACN** Applicants ABN The ACN and/or ABN (if you have one) must match the name of the Apprincipals behind the partnership, trading as the name of the partner. Do you operate through a Trust? ☐ Yes ☐ No NAME OF TRUST ABN **Trading Name of Business** or Organisation PREMISES / TRADING NAME Address ADDRESS POSTCODE Address for Correspondence ADDRESS POSTCODE EMAIL PHONE Date on which music usage commenced COMMENCEMENT DATE FAX MR/MRS/MISS/MS GIVEN NAME(S) **Position of Person Signing**

APRA|AMCOS Licence Agreement - Retail & General Background Music



1. SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public and/or communicate Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.2 The licence in clause 1.1 does not include or authorise:
 - (a) the public reception of any performance beyond the precincts of the Premises:
 - (b) the performance of Grand Right Works in their entirety;
 - (c) the performance in whole or in part of any musical work in a Dramatic Context:
 - (d) the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - (e) the performance of any choral work of more than 20 minutes duration in its entirety;
 - (f) the performance of any music and associated words so as to burlesque or parody the work;
 - (g) the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or
 - (i) any other right not expressly granted under this agreement.
- 1.3 AMCOS grants the Applicant a licence to reproduce Works with AMCOS' Repertoire in the circumstances and by the method described on the front of this agreement.
- 1.4 The licence in clause 1.3 does not include or authorise:
 - (a) the reproduction of any musical work into an Advertisement;
 - (b) the reproduction of any musical work into any Record or film, if the reproductions of the Record or film will be released for theatrical exhibition or sale or hire to the public in any format;
 - the reproduction of any musical work with new or substituted lyrics, or any lyrics which have been notified by AMCOS as prohibited;
 - (c) the reproduction of any musical work or lyrics in a graphic form;
 - (d) the reproduction of any sound recording (this permission is obtained from the PPCA or directly from record labels);
 - (e) the reproduction of any Production Music; or
 - (f) any other right not expressly granted under this agreement.

2. DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's written notice terminating on the anniversary of the expiry of the initial period.

3. CALCULATION OF AMOUNT PAYABLE

- 3.1 Subject to APRA|AMCOS's right to reassess the amount payable under clause 3.3, the Applicant must pay APRA|AMCOS:
 - (a) for the first Licence Year, an amount equal to the total of each annual rate current for that Licence Year, for each Premises specified on the front of this agreement and in the schedule; and
 - (b) for each subsequent Licence Year, an amount equal to the total of each annual rate current for that Licence Year, for each Premises as at the date of APRA|AMCOS's invoice under clause 5.
- 3.2 On 1 January each year (except in the case of Music on Hold on 1 December each year) the GST exclusive annual rates will be calculated by increasing the then current GST exclusive annual rates by the percentage increase in the Consumer Price Index between the last 2 September Quarters.
- 3.3 On APRA|AMCOS's receipt of the information under clause 4, APRA|AMCOS may issue an invoice for any additional amounts payable.

4. SUPPLY OF INFORMATION

- 4.1 The Applicant must notify APRA|AMCOS within 28 days of any change to the particulars on the front of this agreement.
- 4.2 The Applicant must, on request by APRA|AMCOS, supply APRA|AMCOS with a list of all music performed or reproduced at the Premises in the form and for the period specified by APRA|AMCOS from time to time.

5. PAYMENT

The Applicant must pay the amount payable calculated in accordance with clause 3 for each Licence Year within 14 days after the date of APRA|AMCOS's invoice stating the amount payable for the Licence Year.

6. TERMINATION

APRA|AMCOS may immediately terminate this agreement by notice to the Applicant if the Applicant:

- fails to pay any sum when due under this agreement within 14 days after the due date;
- (b) breaches any other term of this agreement and fails to remedy the breach

- within 7 days after being requested in writing to do so by APRA|AMCOS;
- being a corporation, 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; or
- (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

7. **DEFINITIONS**

In this agreement:

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. **Consumer Price Index** means the Index of that title All Groups Sydney published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and **September Quarter** means quarter year ending 30 September.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

Licence Year means any 12 month period (or part thereof) commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

Licensed Area means that part of the Premises where Works within APRA|AMCOS's repertoire performed under this licence are audible.

Multi-channel device means any equipment capable of playing more than one stream of music at the same time.

Performance has the same meaning as in the Copyright Act 1968.

Production Music means any musical work for which AMCOS is also granted the right to license the reproduction of the sound recording of that work;

Record includes a disc, tape, paper, electronic file or other device in which sounds are embodied;

Reproduction has the same meaning as in the Copyright Act 1968.

Size means the floor space of the Licensed Area measured from wall to wall, in metres squared.

Works within AMCOS' repertoire means all musical works and associated literary works for which AMCOS is entitled to grant the licence referred to in clause 1.3 of this agreement, except Production Music; and

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the rights of public performance of which is owned or controlled by APRA|AMCOS for Australia.

8. DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRA|AMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRA|AMCOS.

9. NOTICES

- 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.

10. MISCELLANEOUS

- 10.1 No waiver by APRA|AMCOS of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- 10.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA|AMCOS's prior written consent.
- 10.3 This agreement may only be varied by the written agreement of the parties.
- 10.4 The Applicant must pay to APRA|AMCOS within 14 days after the date of an invoice issued by APRA|AMCOS an amount on account of stamp duties and taxes, including goods and services tax, arising in respect of this agreement.
- 10.5 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.

11. PRIVACY NOTICE

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA|AMCOS and will not be disclosed to any third parties except in accordance with the privacy policy of APRA|AMCOS. The privacy policy can be obtained from APRA|AMCOS.

OFFICE USE ONLY				
SIGNED AS AGREED BY APRA APRA accepts the application and grants a licence on the terms set out in this Licence Agreement. For and on behalf of APRA by its duly authorised officer:		SIGNED AS AGREED BY AMCOS AMCOS accepts the application and grants a licence on the terms set out in this Licence Agreement. For and on behalf of AMCOS by its duly authorised officer:		
SIGNATURE	DATE	SIGNATURE	DATE	
CLIENT NO.	GST EXCLUSIVE FEE	RECEIVED	PREMISES TYPE CODE	

APRA|AMCOS Licence Application COMMUNICATION AND REPRODUCTION LICENCE - MUSIC ON HOLD



Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

I/We apply for a licence from APRA|AMCOS which, subject to the terms set out on this and the reverse page, authorises the Communication of Works with APRA's repertoire and reproduction of Works within AMCOS's repertoire in the circumstances and by the method(s) described below:

- to communicate APRA Works by the use of radio, CD, tape or other storage device when operated by way of audio device on a telecommunication system to telephone callers on hold (Music On Hold – Communication);
- to reproduce AMCOS Works for use as Music On Hold at the Premises (Music on Hold-Reproduction).

MUSIC ON HOLD (Communication and Reproduction) #								
External Lines Per Location		Annual Rate Per Location*	No. Of Locations**		Annual Rate Per Location*	No. Of Locations**	Total \$	
1-5 lines	Communication	\$145.23		Reproduction	\$36.31			
6-10 lines	(GMH)	\$229.34		(RMH)	\$57.34			
11-25 lines		\$397.53			\$99.39			
26-50 lines		\$802.69]	\$99.39			
51-100 lines		\$1,376.06]	\$99.39			
101-200 lines		\$2,446.30			\$99.39			
201-300 lines		\$4,281.02]	\$99.39			
301-400 lines		\$5,657.07			\$99.39			
Additional lines (above 400)		\$15.29 per line			\$3.81 per line			

[#] Only applies when copies are made for music on hold purposes only.

AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST

- * The annual rates set out above are current from 1 December 2012 to 30 November 2013.
- **Where multiple premise locations are to be covered under this Application, a schedule must be attached providing the relevant details of each location.

THIS SECTION MUST BE COMPLETED IN BLOCK CAPITALS AND SIGNED

If you require help completing this licence application please call Client Services on 1300 852 388.

I acknowledge that I have read the terms attached to this application and agree to be bound by those terms should my application be accepted.

Legal Name of Business or Organisation (Applicant)								
, , ,	COMPANY / PARTNERSHIP	P / SOLE TRADE	er / incorporated					
Applicants ACN		Applicants ABN The ACN and/or ABN (if you have one) must match the name of the Applicant. ABN and Trust details not required if ACN provided. If you are a Partnership please set out above name of all principals behind the partnership, trading as the name of the partner.						
Do you operate through a Trust?	☐ Yes ☐ No	If yes:	NAME OF TRUST Nond with the name of the Trust. The entity/company behind the Trust.		ABN			
Trading Name of Business or Organisation	"As Trustee For (A'	ATF)".						
Address	ADDRESS	WIE .						
Address for Correspondence	ADDRESS				POSTCODE			
Date on which music usage commenced	EMAIL COMMENCEMENT DATE			POSTCODE	MOBILE PHONE			
	MR/MRS/MISS/MS	GIVEN NAME	E(S)	SURNAME				
Position of Person Signing								
Signed by/on behalf of the Applicant	DIRECTOR / PROPRIETOR /	/ AUTHORISED	REPRESENTATIVE					
	SIGNATURE				DATE			

This application form will only constitute a Licence Agreement when the Applicant receives a signed agreement from APRA|AMCOS.

APRA|AMCOS may refuse to grant a Licence Agreement or may return it to you for corrections where the information contained in this application is incorrect or incomplete.

APRA|AMCOS Licence Agreement - Communication and Reproduction Licence - Music on Hold



SCOPE OF LICENCE

- APRA grants the Applicant a licence to Communicate Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- The licence in clause 1.1 does not include or authorise:
 - the public performance of any Works within APRA's repertoire;
 - the Communication of Grand Right Works in their entirety;
 - the Communication of any choral work of more than 20 minutes duration in its (c)
 - the Communication of any music and associated words so as to burlesque or (d) parody the work;
 - the Communication of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - (f) the Communication of any sound recording (this permission is to be obtained from the Phonographic Performance Company of Australia Limited (PPCA)); or
 - any other right not expressly granted under this agreement.
- AMCOS grants the Applicant a licence to reproduce Works within AMCOS's Repertoire for use as music on hold at the Premises.
- The licence in clause 1.3 does not include or authorise:
 - the reproduction of any musical work into an Advertisement;
 - the reproduction of any musical work into any Record or film, if the reproductions (b) of the Record or film will be released for theatrical exhibition or sale or hire to the public in any format;
 - the reproduction of any musical work with new or substituted lyrics, or any lyrics which have been notified by AMCOS as prohibited; (c)
 - the reproduction of any musical work or lyrics in a graphic form;
 - (d) the reproduction of any sound recording (this permission is obtained from the PPCA or directly from record labels);
 - the reproduction of any Production Music; or
 - any other right not expressly granted under this agreement.

TERM OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's notice terminating on the anniversary of the expiry of the initial period.

CALCULATION OF AMOUNT PAYABLE

- Subject to clause 3.3, the Applicant must pay APRA|AMCOS:
 - for the first Licence Year, an amount calculated in accordance with the annual rate current for that Licence Year for each Premises set out on the front of this agreement or in the attached schedule where music on hold is used; and
 - for each subsequent Licence Year, an amount equal to the total of the annual rate current for that Licence Year for each Premises where music on hold is used as at the date of APRA|AMCOS's invoice under clause 6.
- On 1 December each year, the GST exclusive annual rates will be calculated by increasing the then current GST exclusive annual rates by the percentage increase in the Consumer Price Index between the last 2 September Quarters
- On APRA|AMCOS's receipt of the information under clause 4, APRA|AMCOS may issue an invoice for any additional amounts payable.

SUPPLY OF INFORMATION

- The Applicant must notify APRA|AMCOS within 28 days of any change to the particulars on the front of this agreement.
- The Applicant must, on request by APRA|AMCOS, supply APRA|AMCOS with a list of all music Communicated and/or reproduced under this agreement in the form and for the period specified by APRA|AMCOS from time to time.

CONFIDENTIALITY

- Subject to clause 5.2, APRA|AMCOS agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- APRA|AMCOS may disclose this information to their auditors and other professional advisers

PAYMENT 6.

The Applicant must pay the amount payable calculated in accordance with clause 3 for each Licence Year within 14 days after the date of APRA|AMCOS's invoice stating the amount payable for the Licence Year.

RECORDS

The Applicant must keep accurate records in sufficient detail to ensure that all amounts payable to APRA|AMCOS under this agreement can be properly ascertained.

AUDIT OR EXAMINATION

- APRA|AMCOS may on 7 days notice to the Applicant audit or examine the Applicant's records to:
 - determine the correctness of any report or payment under this agreement; (a)
 - in the case of a failure by the Applicant to provide information in accordance with (b)
- clause 4 to obtain information required to be provided under that clause. The Applicant must pay the cost of the audit or examination if it:
 - establishes that the information provided by the Applicant resulted in the (a) amounts payable under this agreement being understated by more than 5%;
 - is undertaken under clause 8.1(b). (b)

TERMINATION

APRA|AMCOS may immediately terminate this agreement by notice to the Applicant if the Applicant:

- fails to pay any sum due under this agreement within 14 days after the due date; breaches any other term of this agreement and fails to remedy the breach within
- 7 days after being requested in writing to do so by APRA|AMCOS;
- being a corporation, 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; or
- being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

10. DEFINITIONS

In this agreement:

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.

AMCOS means Australasian Mechanical Copyright Owners' Society Limited;

APRA means Australasian Performing Right Association Limited;

APRAIAMCOS means APRA and AMCOS;

Communicate has the same meaning as in the Copyright Act 1968;.
Consumer Price Index means the Index of that title All Groups Sydney published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and September Quarter means quarter year ending 30 September;

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet;

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.;

Licence Year means any 12 month period (or part thereof) commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be;

Production Music means any musical work for which AMCOS is also granted the right to license the reproduction of the sound recording of that work;

Record includes a disc, tape, paper, electronic file or other device in which sounds are

Works within AMCOS' repertoire means all musical works and associated literary works for which AMCOS is entitled to grant the licence in clause 1.3 of this agreement,

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the Copyright owner for Australia, the right of Communication of which is owned or controlled by APRA for Australia.

DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to APRAIAMCOS' alternative dispute resolution mechanism. Information about the mechanism can be obtained from APRA|AMCOS, and is available at www.apra-amcos.com.au.

NOTICES

- A notice under this agreement must be in writing and may be given to a party by:
 - delivering it to the address of the party;
 - sending it by pre-paid post to the address of the party; or
 - 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.
- 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.

MISCELLANEOUS

- No waiver by APRA|AMCOS of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA|AMCOS's prior written consent.
- This agreement may only be varied by the written agreement of the parties.
- 13.4 The Applicant must pay to APRA|AMCOS within 14 days after the date of an invoice issued by APRAJAMCOS an amount on account of stamp duties and taxes, including goods and services tax, arising in respect of this agreement.
- 13.5 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.

14. PRIVACY NOTICE

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA|AMCOS and will not be disclosed to any third parties except in accordance with the privacy policy of APRA|AMCOS. The privacy policy can be obtained from APRA|AMCOS and is available at www.apra-amcos.com.au.

OFFICE USE ONLY			
SIGNED AS AGREED BY APRA APRA accepts the application and grants a licence For and on behalf of APRA by its duly authorised of		SIGNED AS AGREED BY AMCOS AMCOS accepts the application and grants a lic For and on behalf of AMCOS by its duly authoris	ence on the terms set out in this Licence Agreement. sed officer:
SIGNATURE	DATE	SIGNATURE	DATE
CHENT NO	GST EXCITISIVE FEE	RECEIVED	DREMISES TYPE CODE



APRA Licence Application Casual Public Performances

GNP

Please complete the relevant section(s), sign and return to: Locked Bag 5000 Strawberry Hills NSW 2012 0r Fax 02 9935 7790

I/We apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire on the Performance Date by any means whatsoever.

Amount Payable				
The amount payable is*	\$			
* subject to a minimum fee o	of \$55.00			
THE RATES SET OUT ABOVE AMOUNTS STATED ON THIS			VEMBER 2013	
Name of Applicant	APPLICANT			
Address of Applicant				
				POSTCODE
Applicant's ABN			EMAIL	
Name of Event	(EVENT)		PHONE	
	(EVENT)		PHONE	
Date/s of Event	(PERFORMANCE DATE)		FAX	
Name of Premises Where performances are to occur	(PREMISES)		MOBILE	
Address of Event				
0				POSTCODE
Signed by/on behalf of the Applicant	SIGNATURE		DATE	
	PRINT NAME IN FULL		POSITION OF PE	RSON SIGNING
This application will APRA may refuse to gra	only constitute a Licence ant a Licence Agreement w	Agreement when the Appli here the information conta	cant receives a signed agreemen ined in this application is incorre	t from APRA. ct or incomplete.
OFFICE USE ONLY				
LICENCE NO	TARIFF	GST EXCLUSIVE FEE	RECEIVED	DATE

Licence Agreement - Casual Licence

1 SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.2 The licence in clause 1.1 does not include or authorise:
 - the public reception of any performance beyond the precincts of the Premises;
 - (b) the performance of Grand Right Works in their entirety;
 - the performance in whole or in part of any musical work in a Dramatic Context;
 - (d) the performance in whole or in part of any music and associated words composed or used for ballet if accompanied by a visual representation of that ballet;
 - the performance of any choral work of more than 20 minutes duration in its entirety;
 - the performance of any music and associated words so as to burlesque or parody the work;
 - (g) the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or
 - (i) any other right not expressly granted under this agreement.

2 PAYMENT

The Applicant must pay APRA the amount specified on the front of this agreement within the time specified on APRA's invoice.

3 SUPPLY OF INFORMATION

The Applicant must, on APRA's request, supply APRA with details of all music performed at the Event in the form and for the period specified by APRA from time to time including in relation to each work:

- (a) the names of the publisher, composer and arranger; and
- (b) the number of times the work was performed.

4 TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- fails to pay any sum when due under this agreement within 14 days after the due date;
- breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- (c) being a corporation, 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; or
- (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

5 CONFIDENTIALITY

- 5.1 Subject to clause 5.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- 5.2 APRA may disclose the information to its auditors and other professional advisers.

6 DEFINITIONS

In this agreement:

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which are owned or controlled by APRA for Australia.

7 DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to the alternative dispute resolution mechanism approved by the Australian Competition Tribunal constituted under the Trade Practices Act 1974 in the determination in relation to File Nos. 4 and 5 of 1998. Information about the mechanism can be obtained from APRA.

8 NOTICES

- 8.1 A notice under this agreement must be in writing 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.
- 8.2 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. And

9 MISCELLANEOUS

- 9.1 No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- 9.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- 9.3 This agreement may only be varied by the written agreement of the parties.
- 9.4 The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this agreement.
- 9.5 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.

10 PRIVACY NOTICE

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA and will not be disclosed to any third parties except in accordance with the privacy policy of APRA. The privacy policy can be obtained from APRA.

APRA Accepts the application and grants a licence on the terms set out in this Agreement.

For and on behalf	oí
APRA by its duly	
authorised officer	

SIGNATURE	DATE	



APRA Licence Application Concert Promoters

Please complete the relevant section(s), sign and return together with payment of the Advance (if applicable) to: APRA, Locked Bag 5000 Strawberry Hills NSW 2012 or Fax 02 9935 7790

This licence scheme has been negotiated by APRA and the Australian Entertainment Industry Association.

I/We the undersigned apply for a licence from APRA which, subject to the terms set out on this and the following pages, authorises the performance in public of Works within APRA's repertoire by means of Live Artist Performers or by recorded means at the Concerts.

Rates				
The amount payable is 1.65% subject to a minimum fee of	6 (1.5% plus GST) of Gross Sur \$55.00*.	ns Paid for Admissior	n x Music Use F	Percentage,
The advance amount paya	ble is \$			
	PPLICATION ARE INCLUSIVE OF from 1 December 2012 to 30 November			
Name of Applicant	«Client_name»			
	APPLICANT			
Address of Applicant	«Client_address1» «Add	dress_2» «Address	_3»	
	«Locality» «State»			«Postcode»
				POST CODE
Applicant's ABN		EMAIL		
		2.11.11.2		
Name of Concert/	«Promisos namo»			
Principal Artist	«Premises_name» (concert/principal artist)		MOBILE	
Date/s of Performance	«Licence_start» to «Licence_ (PERFORMANCE DATE)	end»	PHONE	
	(FERFORMANCE DATE)		FHONE	
Name of Premises	«Premises_address_1»		_	
Where performances are to occur	(PREMISES)		FAX	
Signed by/on behalf of the Applicant				
	SIGNATURE		DATE	
	PRINT NAME IN FULL		POSITION OF I	PERSON SIGNING
SIGNED AS AN AGREEMEN APRA accepts the application and For and on behalf of APRA by its duly authorised officer	grants a licence on the terms set of	out in this Agreement.		
	SIGNATURE		DATE	
	titute a Licence Agreement when Licence Agreement where the inf incomplete	ormation contained in		
OFFICE USE ONLY				
«Client_N				
0»				
LICENCE NO TARIFF	GROSS SUMS PAID FOR ADMISSIONS	GST EXCLUSIVE FEE	RECEIVED	DATE
DP10 CWS	PROCESSED	APPROVED	DATE	RESOLVED
AUSTRALASIAN PERFORMING RIC	Address: 16 GHT ASSOCIATION LIMITED T: 1300 852	Mountain Street Ultimo NSV 388 F: 02 9935 7790 E: lice		

SCOPE OF THE LICENCE 1.

- APRA grants the Applicant a licence to perform in public Works within APRA's repertoire 1.1 in the circumstances and by the methods described on the front of this agreement.
- The licence in clause 1.1 does not include or authorise: 1.2
- the public reception of any performance beyond the precincts of the premises where a) each performance takes place
- the performance of Grand Right Works in their entirety;
- the performance in whole or in part of any musical work in a Dramatic Context;
- the performance in whole or in part of any music and associated works composed or d) used for ballet if accompanied by a visual representation of that ballet;
- e) the performance of any choral work of more than 20 minutes' duration in its entirety;
- the performance of any music and associated words so as to burlesque or parody the
- the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
- the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or h)
- any other right not expressly granted under this agreement. i)

CALCULATION OF AMOUNT PAYABLE 2.

Subject to clause 5, the Applicant must pay APRA the amount calculated in accordance with the formula specified on the front of this agreement.

SUPPLY OF INFORMATION

- 3.1 The Applicant must, within 30 days after the last Concert, supply APRA with:
- a statement of the Gross Sums Paid for Admission in accordance with clause 3.2;
- copies of all statements and other records received by the Applicant (including statements from venue operators and booking agents) sufficient to verify the calculation of the amount payable; and
- a statement in the form attached and in accordance with clause 3.3 of the musical works c) performed at each Concert by any Live Artist Performer.
- 3.2 The statement of Gross Sums Paid referred to in clause 3.1(a) must be certified by the Applicant, or if the Applicant is a company, an officer by the Applicant.
- The statement of musical works referred to in clause 3.1(c) must state in relation to each work: 3.3
- the names of the publisher and composer and the duration of the performance; and
- whether the performance was vocal or not.
- 3.4 Within 90 days after APRA's receipt of the information under clause 3.1, APRA must provide the Applicant with:
- a Controlled Works Statement; and
- b) an invoice stating the amount payable.

PAYMENT AND LATE PAYMENT 4.

- The Applicant must pay the Advance (if any) specified on the front of this agreement. If no Advance is specified on the front of this agreement, APRA may on a case be case basis at any time before the first Concert issue an invoice for an advance based on a reasonable estimate of the amount payable under clause 2. The Applicant must, on request from APRA, provide such information as APRA may reasonably request to assist APRA in determining the Advance payable under this clause.
- The Applicant must pay any invoice issued by APRA under clause 4.1 within the time 4.2 specified on the invoice
- On APRA's receipt of the information under the clause 3, APRA must calculate the 43 amount payable in accordance with clause 2.
- If the amount payable exceeds the advance paid by the Applicant under the clause 4.1, 4.4 the Applicant must pay the excess to APRA within 30 days after the date of the invoice.
- If the amount payable is less than the advance paid by the Applicant under the clause 4.1, APRA must refund the amount of difference to the Applicant promptly.
- On APRA's receipt of the information under the clause 8, APRA may issue and invoice for any additional amount payable. The Applicant must pay any invoice issued under this clause within 14 days after the date of the invoice.
- Where the Applicant has not paid any invoice issued under clause 4.4 within 60 days after the date of the invoice or the Applicant has not paid any invoice issued under clause 4.6 when due, the Applicant must pay to APRA interest at the Agreed Rate on each of those amounts

DISCOUNT FOR EARLY REPORTING AND PAYMENT

If the Applicant:

- complies with its obligations under the clause 3 within 14 days after the last Concert; and
- pays the amount specified in APRA's invoice under the clause 4.4 within 14 days after the date of that invoice,

the amount calculated in accordance with formula specified on the front of this agreement will be reduced by 10%, except where the amount due is the then minimum

CONTROLLED WORKS 6.

- Subject to the Applicant complying with its obligations under clause 3.1(c), APRA 6.1 warrants that in relation to each work included in the Controlled Works Statement
- copyright subsists in the work: and
- APRA controls the right of public performance for that work for Australia. b)
- Subject to the Applicant complying with its obligations under clause 3.1(c), APRA indemnifies the Applicant against all damage, losses, costs and expenses incurred by the Applicant arising out of a breach by APRA of a warranty contained in clause 6.1 provided that the Applicant:
- immediately notifies APRA of any claim; and
- permits APRA to conduct the defence, at APRA's cost, to the claim in the name of the b) Applicant.

RECORDS

The Applicant must keep accurate books of account and other records in sufficient detail that all amounts payable to APRA under this agreement can be properly ascertained.

AUDIT OR EXAMINATION

- APRA may on 14 days notice to the Applicant audit or examine the Applicant's books of account and other records to:
- determine the correctness of any report or payment under this agreement; or a)
- in the case of a failure by the Applicant to provide information in accordance with clause 3, b) to obtain information required to be provided under that clause.
- 82 The Applicant must pay the cost of the audit or examination if it:
- establishes that the information provided by the Applicant resulted in the amounts payable a) under this agreement being understated by more than 5%; or
- is undertaken under the clause 8.1(b). b)
- The Applicant may, on 1 business day's notice to APRA, examine APRA's records on which it relies to claim that a work is subject to this agreement.

9. CONFIDENTIALITY

- Subject to clause 9.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain
- 9.2 APRA may disclose the information to its auditors and other professional advisers.

TERMINATION 10.

- APRA may immediately terminate this agreement by notice to the Applicant if the Applicant: fails to pay any sum when due under this agreement within14 days after the due date:
- a)
- breaches any other term of this agreement and fails to remedy the breach within 7 days b) after being requested in writing to do so by APRA;
- being a corporation, 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; or
- being an individual, commits any act of bankruptcy or enters into a scheme of arrangement d) with creditors.

DEFINITIONS

In this agreement

Agreed Rate means the interest rate for overdrafts of \$100,000 or more charged by the National Australia Bank plus 2 percentage points, calculated on daily rests from the due date to the date of payment.

Concerts means the concert(s) specified on the front of this agreement.

Controlled Works Statement means a statement of the musical works notified by the Applicant under clause 3 which APRA claims are Works within APRA's repertoire and governed by this agreement.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or pantomime to the extent that it consists of musical works and associated lyrics expressly for it.

Gross Sums Paid For Admission means the total amount paid for admission to the Concerts, excluding:

- booking fees charged by unrelated third parties; (a)
- credit card charges; and (b)
- Government taxes, duties and charges.

Live Artist Performers means the Principal Artist specified on the front of this agreement and those performers supporting the Principal Artist at the Concerts who perform musical works after the earlier of:

- (((a) the time for commencement of the concert advertised in the press; and
- the time referred to on the tickets sold for the concert.

Music Use Percentage means the duration of the Works within APRA's repertoire performed at the Concerts divided by the duration of all musical works performed at the

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which is owned or controlled by APRA for Australia.

DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to the alternative dispute resolution mechanism approved by the Australian Competition Tribunal constituted under the Trade Practices Act 1974 in the determination in relation to File Nos. 4 and 5 of 1998. Information about the mechanism can be obtained from APRA.

13. NOTICES

- 13.1 A notice under this agreement must be in writing and may be given to a party by:
- delivering it to the address of the party; sending it pre-paid post to the address of the party; or
- b) 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.
- 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.

14. MISCELLANEOUS

- No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement. 14.1
- This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- This agreement may only be varied by the written agreement of the parties.
- The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this agreement.

 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.

PRIVACY NOTICE

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA and will not be disclosed to any third parties except in accordance with the privacy policy of APRA. The privacy policy can be obtained from APRA



APRA Gross Box Office Statement

Name of Event			LICENCE NUMBER
Date/s of Event			
	PERFORMANCE DATE		STATE/TERRITORY
Location	LOCATION NAME AND ADDRESS		
	ns of the licence agreement between thi		
	OFFICE RECEIPTS: Itements from ticketing agents are attached	\$	
DEDUCTIONS	: Booking Fees	\$	
	Credit Card Charges	\$	
TOTAL (Less De	ductions):	\$	
	se indicate whether the above the GST Excludes GST	ove amounts in	clude or exclude G
Signed by/on behalf			
of the Applicant	SIGNATURE		DATE

If both the box office and statement of musical works are received within fourteen (14) days of the final performance and you pay your licence fees to APRA within 14 days of receipt of APRA's controlled works statement and invoice, a rebate of 10% of licence fees due will apply. Where an early payment of licence fees is being made to APRA in order to receive a 10% rebate, the applicable sum of GST, calculated at 10% must also be paid. This rebate does not apply when a licence is subject to the Minimum Licence Fee.



APRA Licence Application Live Performance

Please complete the relevant section(s), sign and return together with payment of the Advance (if applicable) to: APRA, Locked Bag 5000 Strawberry Hills NSW 2012 or Fax 02 9935 7790

I/We apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire by means of Live Artist Performers on the Performance Date.

Rates					
The amount payable is calculated a	at 2.2% of Gross E	Expenditure on	Live Artist Performers, su	ubject to a minimu	um fee of \$55.00*.
The advance amount payable is	\$				
*The rates set out above are current from 1 D	ecember 2012 to 30 N	November 2013			
AMOUNTS STATED ON THIS APPLIC	ATION ARE INCLU	JSIVE OF 10% G	ST.		
Name of Applicant	«Client_name»				
	(APPLICANT)				
Address of Applicant	«Client_address	1» «Address	_2» «Address_3»		
	«Locality» «State	e.»			«Postcode »
-	200amy Otali	<u> </u>			POSTCODE
Applicant's ABN				EMAIL	
Name of Event	«Premises_nam	e»			
<u>-</u>	(EVENT)			MOBILE	
Date/s of Event	«Licence_start»	to «Licence_en	d»		
	(PERFORMANCE DATE	E)		PHONE	
Name of Premises	«Premises_addr	ess_1»			
Where performances are to occur	(PREMISES)			FAX	
Address of Event	«Address_21» «	Address_3»			
					"Dtd-
	«Locality1» «Sta	ite1»			«Postcode 1»
	, , , , , , , , , , , , , , , , , , ,				POSTCODE
Signed by/on behalf					
of the Applicant	SIGNATURE			DATE	
-	PRINT NAME IN FULL			POSITION OF PI	ERSON SIGNING
This application will only co					
APRA may refuse to grant a Lic	cence Agreement v	vhere the inform	ation contained in this ap	plication is incorre	ect or incomplete.
OFFICE USE ONLY					
LICENCE NO TARIFF	GROSS EXPENDITURE		GST EXCLUSIVE FEE	RECEIVED	DATE
				_	
PROCESSED	APPROVED	DATE	RESOLVED		

Licence Agreement - Live Performance

SCOPE OF LICENCE

- APRA grants the Applicant a licence to perform in public Works within APRA's 11 repertoire in the circumstances and by the methods described on the front of this
- 1.2 The licence in clause 1.1 does not include or authorise:
 - the public reception of any performance beyond the precincts of the (a)
 - the performance of Grand Right Works in their entirety; (h)
 - the performance in whole or in part of any musical work in a Dramatic (c) Context;
 - the performance in whole or in part of any music and associated words composed or used for ballet if accompanied by a visual representation of that ballet:
 - the performance of any choral work of more than 20 minutes duration in its (e) entirety
 - (f) the performance of any music and associated words so as to burlesque or parody the work;
 - the performance of any musical work with new or substituted lyrics, or any (g) lyrics which have been notified by APRA as prohibited;
 - the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or
 - any other right not expressly granted under this agreement.

CALCULATION OF AMOUNT PAYABLE

The Applicant must pay APRA the amount calculated in accordance with the formula specified on the front of this agreement.

SUPPLY OF INFORMATION

- The Applicant must within 14 days after the last Performance Date notify APRA of 3.1 the Gross Expenditure on Live Artist Performers.
- The information required under clause 3.1 must be certified by the Applicant or, if 3.2 the Applicant is a corporation, by an officer of the Applicant.
- The Applicant must, on request by APRA, supply APRA with details of all music performed at the Event in the form specified by APRA (Statement of Musical 3.3

PAYMENT AND LATE PAYMENT

- Before the first Performance Date, APRA may issue an invoice for an advance based 41 on a reasonable estimate of the amount payable under clause 2.
- The Applicant must pay any invoice issued by APRA under clause 4.1 within the 4.2 time specified on the invoice.
- 4.3 On APRA's receipt of the information under clause 3.1, APRA must calculate the amount payable in accordance with clause 2.
- If the amount payable exceeds the advance paid by the Applicant under clause 4.1, the Applicant must pay the excess to APRA within 14 days after the date of the
- If the amount payable is less than the advance paid by the Applicant under clause 4.1, APRA must refund the amount of the difference to the Applicant.
- On APRA's receipt of the information under clause 5, APRA may issue an invoice for any additional amount payable. The Applicant must pay any invoice issued under this clause within 14 days after the date of the invoice.
- Where the Applicant has not paid any invoice issued under clause 4.4 within 60 days after the date of the invoice or the Applicant has not paid any invoice issued under clause 4.6 when due, the Applicant must pay to APRA interest at the Agreed Rate on each of those amounts.

AUDIT OR EXAMINATION 5

- APRA may on 14 days notice to the Applicant audit or examine the Applicant's 5.1 books of account and other records to:
 - determine the correctness of any report or payment under this agreement;
 - in the case of a failure by the Applicant to provide information in accordance (b) with clause 3.1, to obtain information required to be provided under that clause
- The Applicant must pay the cost of the audit or examination if it:
 - establishes that the information provided by the Applicant resulted in the amounts payable under this agreement being understated by more than 5%;
 - (b) is undertaken under clause 5.1(b).

TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

fails to pay any sum when due under this agreement within 14 days after the due date:

- breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- being a corporation, 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: or
- being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

CONFIDENTIALITY 7

- Subject to clause 7.2, APRA agrees to treat as confidential, during and after 7 1 the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain
- 72 APRA may disclose the information to its auditors and other professional advisers

DEFINITIONS 8

In this agreement:

Agent means any agent, manager, assistant or associate of the Live Artist

Agreed Rate means the interest rate for overdrafts of \$100,000 or more charged by the National Australia Bank plus 2 percentage points, calculated on daily rests from the due date to the date of payment.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

Gross Expenditure on Live Artist Performers means all monies and the monetary value of all benefits receivable directly or indirectly by the Live Artist Performer including all salaries, wages, profit shares, allowances, accommodation, travelling and other expenses (but excluding government taxes or other charges) and whether receivable by the Live Artist Performer or an Agent.

Live Artist Performer means any performer participating in the performance of music including featured and associated singers, musicians and conductors.

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which are owned or controlled by APRA for Australia.

DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to the alternative dispute resolution mechanism approved by the Australian Competition Tribunal constituted under the Trade Practices Act 1974 in the determination in relation to File Nos. 4 and 5 of 1998. Information about the mechanism can be obtained from APRA

NOTICES 10

- A notice under this agreement must be in writing may be given to a party by:
 - delivering it to the address of the party;
 - sending it by pre-paid post to the address of the party; or
 - 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.
- 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 .and

MISCELLANEOUS

- No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement. This agreement is personal to the Applicant. The Applicant is not entitled to assign
- any of its rights without APRA's prior written consent.
- This agreement may only be varied by the written agreement of the parties.
- The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of
- 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.

PRIVACY NOTICE

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA and will not be disclosed to any third parties except in accordance with the privacy policy of APRA. The privacy policy can be obtained from APRA.

SIGNED AS AGREED

APRA Accepts the application and grants a licence on the terms set out in this Agreement.

For and on behalf of APRA by its duly authorised officer

SIGNATURE DATE



APRA Gross Expenditure Statement

Please complete and re	eturn to: APRA Locked Bag 5000 St	trawberry Hills N	ISW 2012 or Fax 02 9935 7	790
Name of Event	«Premises_name»			«Client_No»
				LICENCE NUMBER
Date/s of Event	«Licence_start» to «Licence_end»			
	PERFORMANCE DATE			STATE/TERRITORY
Location	«Premises_name»			
	LOCATION NAME AND ADDRESS			
	the licence agreement between this st Performers for the event, for the p			
The following is the Gros	ss Expenditure on Live Artist Perform	ners exclusive o	f government taxes or other	charges:
CDOSS EVDENDIT	upe.			
GROSS EXPENDIT	UKE:	\$	(ex GST)
	L			
indirectly by the Live Arti	Live Artist Performers means all m ist Performer including all salaries, w government taxes or other charges)	ages, profit sha	res, allowances, accommod	lation, travelling and other
Ciamad bulan babali				
Signed by/on behalf of the Applicant				
• •	SIGNATURE		DATE	
	PRINT NAME IN FULL		POSITION	OF PERSON SIGNING
			· comen	

Please return to APRA within 14 days after the last performance



APRA Licence Application Dance Party

GCDP

Please complete the relevant section(s), sign and return together with payment of the Advance (if applicable) to: APRA, Locked Bag 5000 Strawberry Hills NSW 2012 or Fax 02 9935 7790

I/We the undersigned apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire by recorded means for the purpose of Dance Use at the Dance Party.

Rates					
The amount payable i	is \$3.22 per p	person admitted to the Dance Part	y*, subject to a minimum t	fee of \$57.77.	
The advance amoun	nt payable is	\$			
*The rates set out above a	are current from 1	December 2012 to 30 November 2013			
AMOUNTS STATED ON	N THIS APPLIC	CATION ARE INCLUSIVE OF 10% G	ST.		
Name of Applicant		APPLICANT			
		APPLICANT			
Address of Applicar	nt				
					POSTCODE
Applicant's ABN					
				EMAIL	
Name of Dance Part	у	(DANIOT DADTIO		MORILE	
		(DANCE PARTY)		MOBILE	
Date/s of Dance Part	ty	(PERFORMANCE DATE)		PHONE	
Name of Bassians		(I EN CHIMANCE DATE)		THOME	
Name of Premises Where Dance Party is to be	held	(PREMISES)		FAX	
Address of Dance P	artv				
Address of Bulloo I	uity				
Signed by/on behalf	1				POSTCODE
of the Applicant		SIGNATURE		DATE	
		CICIVATORE		DATE	
		PRINT NAME IN FULL		POSITION OF PERSO	N SIGNING
SIGNED AS AN AGREEN	MENT APRA acc	cepts the application and grants a licence on the	e terms set out in this Agreement		
		oopto and approactor and grante a nooned on a	o torrio cot cat in the rigitalina		
For and on behalf of APRA by its duly					
authorised officer	SIGNATUR	RE		DATE	
This applicat	ion will only c	onstitute a Licence Agreement whe	n the Annlicant receives a	signed agreement fr	om APRA
		cence Agreement where the information			
OFFICE USE ONLY					
LICENCE NO TAI	RIFF	GROSS SUMS PAID FOR ADMISSIONS	GST EXCLUSIVE FEE	RECEIVED	DATE
DP10 PR	OCESSED	APPROVED	DATE	RESOLVED	

SCOPE OF LICENCE

- APRA grants the Applicant a licence to perform in public APRA Works in the 1.1 circumstances and by the methods described on the front of this agreement
- The licence in clause 1.1 does not include or authorise: 1.2
 - the public reception of any performance beyond the precincts of the Premises; (a)
 - the performance of Grand Right Works in their entirety;
 - the performance in whole or in part of any musical work in a Dramatic Context;
 - the performance in whole or in part of any music and associated words composed (d) or used for ballet if accompanied by a visual representation of that ballet
 - (e) the performance of any choral work of more than 20 minutes duration in its entirety:
 - the performance of any music and associated words so as to burlesque or parody (f) the work
 - the performance of any musical work with new or substituted lyrics, or any lyrics (g) which have been notified by APRA as prohibited;
 - the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or (h)
 - any other right not expressly granted under this agreement. (i)

CALCULATION OF AMOUNT PAYABLE

Subject to clause 5, the Applicant must pay APRA the amount calculated in (a) accordance with the formula specified on the front of this agreement.

3 SUPPLY OF INFORMATION

- The Applicant must within 30 days after the Dance Party notify APRA of: 3.1

 - the number of persons admitted to the Dance Party; and supply APRA with copies of all documents necessary to verify the calculation of the licence fee including verification documents from the operator of the Premises (b) and ticket selling agencies.
- 3.2 The information required under clause 3.1 must be certified by the Applicant or, if the Applicant is a corporation, by an officer of the Applicant.
- 3.3 The Applicant must within 30 days after the Dance Party, supply APRA with details of all music performed at the Dance Party in the form attached.

PAYMENT AND LATE PAYMENT 4

- 4.1 Before the first Performance Date, APRA may issue an invoice for an advance based on a reasonable estimate of the amount payable under clause 2.
- 42 The Applicant must pay any invoice issued by APRA under clause 4.1 within the time specified on the invoice.
- On APRA's receipt of the information under clause 3.1, APRA must calculate the amount 4.3 payable in accordance with clause 2. If the amount payable exceeds the advance paid by the Applicant under clause 4.1, the
- Applicant must pay the excess to APRA within 30 days after the date of the invoice
- If the amount payable is less than the advance paid by the Applicant under clause 4.1, APRA must refund the amount of the difference to the Applicant.
- On APRA's receipt of the information under the clause 7, APRA may issue an invoice for 4.6 any additional amount payable. The Applicant must pay any invoice issued under this clause within 14 days after the date of the invoice.
- Where the Applicant has not paid any invoice issued under clause 4.4 within 60 days after the date of the invoice or the Applicant has not paid any invoice issued under clause 4.6 when due, the Applicant must pay to APRA interest at the Agreed Rate on each of those amounts.

DISCOUNT FOR EARLY REPORTING AND PAYMENT 5

If the Applicant

- (a) complies with its obligations under clause 3 within 14 days after the Dance Party;
- pays the amount specified in APRA's invoice under clause 4.4 within 14 days after the date of that invoice,

the amount calculated in accordance with the formula specified on the front of this agreement will be reduced by 10%, except where the amount due is the then current minimum fee.

6

The Applicant must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to APRA under this agreement can be properly

AUDIT OR EXAMINATION

- APRA may on 14 days notice to the Applicant audit or examine the Applicant's books of account and other records to:
 - determine the correctness of any report or payment under this agreement; or
 - in the case of a failure by the Applicant to provide information in accordance with (b) clause 3, to obtain information required to be provided under that clause.
- The Applicant must pay the cost of the audit or examination if it: 72
 - establishes that the information provided by the Applicant resulted in the amounts (a) payable under this agreement being understated by more than 5%; or
 - is undertaken under clause 7.1(b).

8

- Subject to clause 8.2, APRA agrees to treat as confidential, during and after the term of 8 1 this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain
- APRA may disclose the information to its auditors and other professional advisers.

TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- fails to pay any sum when due under this agreement within 14 days after the due (a)
- breaches any other term of this agreement and fails to remedy the breach within 7 (b) days after being requested in writing to do so by APRA;
- being a corporation, 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; or
- being an individual, commits any act of bankruptcy or enters Into a scheme of arrangement with creditors.

DEFINITIONS

In this agreement:

Agreed Rate means the interest rate for overdrafts of \$100,000 or more charged by the National Australia Bank plus 2 percentage points, calculated on daily rests from the due date to the date of payment.

APRA Works means all musical works contained in APRA's repertoire

Dance Use means the use of APRA Works for the purpose of dancing.

Dance Party means the dance party specified on the front of this agreement but expressly excludes Nightclubs.

Dance or Dance Party means any one-off or occasional event charging an entry fee and playing APRA Works for dancing as the primary form of entertainment at the event, and

- Is not an event regularly held at Nightclub premises;
- (b) Is not a private function, or an event which features ballroom or similar traditional dancing;
- Is not an event for underage persons (such as a "blue light" disco); and Is not an event organised by a church or school or other like body (c)
- (d)

Nightclub means a licensed venue that:

- Is used for providing music for dancing; and (a)
- Uses recorded APRA Works as the primary form of music for dancing; and
- Has a dance floor or other area for dancing or charges an entry fee (even if the fee is not charged to all patrons); and
- (d) Is not being used for:
 - A private function;
 - Dances or Dance Parties;
 - An event that features ballroom or similar traditional dancing; or
 - An event for underage persons (such as a "blue light" disco)

The definition includes a nightclub operating within a multipurpose venue in a physically separate area of that venue, where that separate area satisfies the above criteria

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to the alternative dispute resolution mechanism approved by the Australian Competition Tribunal constituted under the Trade Practices Act 1974 in the determination in relation to File Nos. 4 and 5 of 1998. Information about the mechanism can be obtained from APRA.

11 NOTICES

- A notice under this agreement must be in writing may be given to a party by:
 - delivering it to the address of the party;
 - 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.
- 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.

MISCELLANEOUS

- No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement. 13.1
- This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- This agreement may only be varied by the written agreement of the parties.

 The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this agreement.
- 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

PRIVACY NOTICE

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA and will not be disclosed to any third parties except in accordance with the privacy policy of APRA. The privacy policy can be obtained from APRA.



APRA Licence Application Featured Music Event

GCFM

Please complete the relevant section(s), sign and return together with payment of the Advance (if applicable) to: APRA, Locked Bag 5000, Strawberry Hills NSW 2012 or Fax 02 9935 7790

I/We the undersigned apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire by any means whatsoever at the Featured Music Event

the performance in public c	or works w	ilimi 7 il 10 (o ropo	itolio by ally li	noune whateee	voi at the i	Cataroa Madio	L vont.
Rates							
Whichever is the greater of 1.859% of Gross 15 cents per perso subject to a minimum fee of	Sums Paid on admitte				ıs GST),		
The advance amount pay	/able is	\$					
*The rates set out above are curre	ent from 1 Mar	ch 2013 to 28 February	2014				
AMOUNTS STATED ON THIS	S APPLICA	TION ARE INCLUSI	VE OF 10% GS	ST.			
Name of Applicant	A	PPLICANT					
Address of Applicant							
Addiess of Applicant							
							POOTOORS
A collected and							POSTCODE
Applicant's ABN						EMAIL	
Name of Featured Music							
	(F	FEATURED MUSIC EVENT	7)			MOBILE	
Date/s of Featured Music Event	;						
	(F	PERFORMANCE DATE)				PHONE	
Name of Premises							
Where Featured Music Event is to		PREMISES)				FAX	
Address of Featured Mus Event	sic						
							POSTCODE
Signed by/on behalf							
of the Applicant		IGNATURE				DATE	
	3	IGNATORE				DATE	
	P	RINT NAME IN FULL				POSITION OF PE	RSON SIGNING
This application wi	ill only con	stitute a Licence A	greement wher	the Applicant r	receives a s	igned agreemen	t from APRA.
APRA may refuse to g	rant a Lice	nce Agreement whe	ere the informa	ition contained i	ın tnıs appıı	cation is incorre	ct or incomplete.
OFFICE USE ONLY							
«Client_No» LICENCE NO TARIFF		ROSS SUMS PAID FOR	ADMISSIONS	GST EXCLUSIVE	E FEE	RECEIVED	DATE
DP10 PROCESSI	ED		APPROVED	DATE		RESOLVED	

SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- The licence in clause 1.1 does not include or authorise: 1.2
 - the public reception of any performance beyond the precincts of the Premises; the performance of Grand Right Works in their entirety;
 - (b)
 - the performance in whole or in part of any musical work in a Dramatic Context; (c)
 - the performance in whole or in part of any music and associated words composed (d) or used for ballet if accompanied by a visual representation of that ballet;
 - (e) the performance of any choral work of more than 20 minutes duration in its entirety
 - (f) the performance of any music and associated words so as to burlesque or parody the work:
 - the performance of any musical work with new or substituted lyrics, or any lyrics (g) which have been notified by APRA as prohibited;
 - the performance of any sound recording (this permission is obtained from the (h) Phonographic Performance Company of Australia Limited); or
 - (i) any other right not expressly granted under this agreement.

CALCULATION OF AMOUNT PAYABLE

Subject to clause 5, the Applicant must pay APRA the amount calculated in (a) accordance with the formula specified on the front of this agreement.

3

- The Applicant must within 30 days after the Featured Music Event: 3.1
 - notify APRA of: (a)
 - the Gross Sums Paid for Admission; and
 - the number of persons admitted to the Featured Music Event; and
 - supply APRA with copies of all documents necessary to verify the calculation of the licence fee including statements from the operator of the Premises and ticket selling agencies.
- The information required under clause 3.1 must be certified by the Applicant or, if the 3.2 Applicant is a corporation, by an officer of the Applicant.
- 3.3 The Applicant must within 30 days after the Featured Music Event, supply APRA with details of all music performed at the Featured Music Event in the form attached.

PAYMENT AND LATE PAYMENT

- 4.1 Before the first Performance Date, APRA may issue an invoice for an advance based on a reasonable estimate of the amount payable under clause 2.
- The Applicant must pay any invoice issued by APRA under clause 4.1 within the time 4.2 specified on the invoice.

 On APRA's receipt of the information under clause 3.1. APRA must calculate the amount
- 4.3 payable in accordance with clause 2.
- If the amount payable exceeds the advance paid by the Applicant under clause 4.1, the 4.4 Applicant must pay the excess to APRA within 30 days after the date of the invoice.
- If the amount payable is less than the advance paid by the Applicant under clause 4.1, APRA must refund the amount of the difference to the Applicant
- On APRA's receipt of the information under the clause 7, APRA may issue an invoice for any additional amount payable. The Applicant must pay any invoice issued under this clause within 14 days after the date of the invoice.
- Where the Applicant has not paid any invoice issued under clause 4.4 within 60 days 4.7 after the date of the invoice or the Applicant has not paid any invoice issued under clause 4.6 when due, the Applicant must pay to APRA interest at the Agreed Rate on each of those amounts

DISCOUNT FOR EARLY REPORTING AND PAYMENT

If the Applicant:

- complies with its obligations under clause 3 within 14 days after the Featured (a) Music Event; and
- pays the amount specified in APRA's invoice under clause 4.4 within 14 days after the date of that invoice.

the amount calculated in accordance with the formula specified on the front of this agreement will be reduced by 10%, except where the amount due is the then current minimum fee.

RECORDS 6

The Applicant must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to APRA under this agreement can be properly

AUDIT OR EXAMINATION

- APRA may on 14 days notice to the Applicant audit or examine the Applicant's books of 7.1 account and other records to:
 - determine the correctness of any report or payment under this agreement; or
 - in the case of a failure by the Applicant to provide information in accordance with clause 3, to obtain information required to be provided under that clause.

- The Applicant must pay the cost of the audit or examination if it: 7.2
 - establishes that the information provided by the Applicant resulted in the amounts payable under this agreement being understated by more than 5%; or
 - is undertaken under clause 7.1(b).

CONFIDENTIALITY 8

- Subject to clause 8.2, APRA agrees to treat as confidential, during and after the term of 8.1 this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain
- 8.2 APRA may disclose the information to its auditors and other professional advisers.

TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant

- (a) fails to pay any sum when due under this agreement within 14 days after the due
- breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA; (b)
- being a corporation, goes into liquidation, has a receiver or receiver and manager (c) 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; or
- being an individual, commits any act of bankruptcy or enters Into a scheme of arrangement with creditors.

10 **DEFINITIONS**

Agreed Rate means the interest rate for overdrafts of \$100,000 or more charged by the National Australia Bank plus 2 percentage points, calculated on daily rests from the due date to the date of payment.

Featured Music Event means the event specified on the front of this agreement.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

Gross Sums Paid for Admission means the total amount paid for admission to the Featured Music Event, excluding:
(a) booking fees charged by unrelated third parties;

- credit card charges; and Government taxes, duties and charges.

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which is owned or controlled by APRA for Australia.

DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to the alternative dispute resolution mechanism approved by the Australian Competition Tribunal constituted under the Trade Practices Act 1974 in the determination in relation to File Nos. 4 and 5 of 1998. Information about the mechanism can be obtained from APRA.

NOTICES 12

- 12 1 A notice under this agreement must be in writing may be given to a party by:

 - delivering it to the address of the party; sending it by pre-paid post to the address of the party; or (b)
 - (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.

sent in its entirety to the facsimile number of the party.

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

13 MISCELLANEOUS

- No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- 13.3
- This agreement may only be varied by the written agreement of the parties.

 The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this
- 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

PRIVACY NOTICE

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA and will not be disclosed to any third parties except in accordance with the privacy policy of APRA. The privacy policy can be obtained from APRA.

SIGNED AS AN AGREEMENT

APRA accepts the application and grants a licence on the terms set out in this Agreement.

For and on behalf of APRA by its duly authorised officer

> SIGNATURE DATE



APRA Gross Box Office Statement

Please complete al	nd return to: APRA Locked Bag 5000 Str	awberry Hills NSW 2012 or Fax 02 9	935 7790
Name of Event			LICENCE NUMBER
Date/s of Event			
	PERFORMANCE DATE	-	STATE/TERRITORY
ocation	LOCATION NAME AND ADDRESS		
ursuant to the term	s of the licence agreement between this	company/firm and APRA we here	hy advise APRA of
	ice figures for the event, for the purpose		
	FFICE RECEIPTS:	\$	
Final reconciliation sta	tements from ticketing agents are attached	•	
		•	
DEDUCTIONS:	Booking Fees	\$	
	Credit Card Charges	\$	
TOTAL (Less Dec	ductions).	\$	
IOIAL (Less Dec	ductions).	<u> </u>	
	ase indicate whether the above the above GST Excludes GST	oove amounts include o	or exclude G
TOTAL NO. 05	DEDCONG ATTENDED		\neg
IOIAL NO. OF (Featured Music Ever	PERSONS ATTENDED:		
Signed by/on			
pehalf of the Applicant			
	SIGNATURE	DATE	
	PRINT NAME IN FULL		PERSON SIGNING
iease return to	APRA within 14 days of the abov	e event	

If both the box office and statement of musical works are received within fourteen (14) days of the final performance and you pay your licence fees to APRA within 14 days of receipt of APRA's controlled works statement and invoice, a rebate of 10% of licence fees due will apply. Where an early payment of licence fees is being made to APRA in order to receive a 10% rebate, the applicable sum of GST, calculated at 10% must also be paid. This rebate does not apply when a licence is subject to the Minimum Licence Fee.



APRA Licence Application Catered Entertainment

Rates

GCCE

Please complete the relevant section(s), sign and return together with payment of the Advance (if applicable) to: APRA, Locked Bag 5000, Strawberry Hills NSW 2012 or Fax 02 9935 7790

I/We the undersigned apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire on the Performance Date, by any means whatsoever at the Function. This licence is applicable where the Function has an admission charge that includes an amount for the cost of providing food or drink (or both) and entertainment.

	able is calculated at id for Admission), su				ood and Drin	k Expense	es (up to 40% of
The advance a	mount payable is	\$					
*The rates set out ab	oove are current from 1 De	ecember 2012 to 30	November 2013				
AMOUNTS STAT	ED ON THIS APPLICA	ATION ARE INCL	USIVE OF 10% G	ST.			
Name of Applic	ant	«Client_name»					
		APPLICANT					
Address of App	olicant _	«Client_address	1» «Address_	_2» «Address_3»			
	_	«Locality» «Stat	e»				«Postcode
							POSTCODE
Applicant's ABI	N _					EMAIL	
Name of Functi	ion	«Premises_nam	ıe»				
ranic or runcti		(FUNCTION)	io			MOBILE	
Date/s of Funct	tion	«Licence_start»	to «Licence_en	nd»			
		(PERFORMANCE DAT				PHONE	
Name of Premi		«Premises_add	ress_1»				
Where performances	s are to occur	(PREMISES)				FAX	
Address of Fur	nction _	«Address_21» «	Address_31»				
							5
		«Locality1» «Sta	ate1»				«Postcode 1»
	_	,					POSTCODE
How many peo	ple are expected to	attend the Fur	nction?				
Will there be ar	ny performances by	y live artists at	the Function?	_			
Signed by/on b of the Applican	ehalf			YES		NO	
o. the Applican		SIGNATURE				DATE	
		PRINT NAME IN FULL					PERSON SIGNING
	plication will only cor refuse to grant a Lice						
OFFICE USE ONLY «Client_No»	-	<u> </u>			,,		r ···
LICENCE NO	TARIFF	GROSS SUMS PAID F	OR ADMISSIONS	GST EXCLUSIVE FEE	REC	EIVED	DATE
DP10	PROCESSED		APPROVED	DATE	RES	SOLVED	

SCOPE OF LICENCE

- APRA grants the Applicant a licence to perform in public Works within APRA's repertoire 1.1 in the circumstances and by the methods described on the front of this agreement.
- The licence in clause 1.1 does not include or authorise:
 - the public reception of any performance beyond the precincts of the Premises;

 - the performance of Grand Right Works in their entirety: the performance in whole or in part of any musical work in a Dramatic Context; the performance in whole or in part of any music and associated words composed (d) or used for ballet if accompanied by a visual representation of that ballet;
 - the performance of any choral work of more than 20 minutes' duration in its (e)
 - (f) the performance of any music and associated words so as to burlesque or parody the work:
 - the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited; (g)
 - which make been folling by the As a probables, the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or (h)
 - (i) any other right not expressly granted under this agreement.

CALCULATION OF AMOUNT PAYABLE

Subject to clause 5, the Applicant must pay APRA the amount calculated in accordance with the formula specified on the front of this agreement.

SUPPLY OF INFORMATION

- The Applicant must within 30 days after the Function:
 - notify APRA of: (a)
 - the Gross Sums Paid for Admission; and
 - the Food and Drink Expenses,
 - in the form specified by APRA; and
 - (b) provide APRA with details and the duration of all music performed at the Function including the details and duration of all:

 - music performed by live artists; and recorded music used to accompany dancing,

in the form attached.

- The information required under clause 3.1 must be certified by the Applicant or, if the 3.2 Applicant is a corporation, by an officer of the Applicant.
- 3.3 The Applicant must, on request by APRA, supply APRA with copies of all documents necessary to verify:
 - the Gross Sums Paid for Admission; and
 - the Food and Drink Expenses,

including statements from the operator of the Premises and ticket selling agencies.

PAYMENT AND LATE PAYMENT

- Before the Function, APRA may issue an invoice for an advance based on a reasonable 41 estimate of the amount payable under clause 2.
- The Applicant must pay any invoice issued by APRA under clause 4.1 within the time 4.2 specified on the invoice
- 4.3 On APRA's receipt of the information under clause 3.1, APRA must calculate the amount payable in accordance with clause 2.
- 4.4
- payable in accordance with clause 2. If the amount payable exceeds the advance paid by the Applicant under clause 4.1, the Applicant must pay the excess to APRA within 30 days after the date of the invoice. If the amount payable is less than the advance paid by the Applicant under clause 4.1, APRA must refund the amount of the difference to the Applicant. 45
- On APRA's receipt of the information under clause 6, APRA may issue an invoice for any 4.6 additional amount payable. The Applicant must pay any invoice issued under this clause within 14 days after the date of the invoice.
- Where the Applicant has not paid any invoice issued under clause 4.4 within 60 days after the date of the invoice or the Applicant has not paid any invoice issued under clause 4.6 when due, the Applicant must pay to APRA interest at the Agreed Rate on each of those amounts.

DISCOUNT FOR EARLY REPORTING AND PAYMENT

If the Applicant:

- complies with its obligations under clause 3 within 14 days after the Function; and
- pays the amount specified in APRA's invoice under clause 4.4 within 14 days (b) after the date of that invoice,

the amount calculated in accordance with the formula specified on the front of this agreement will be reduced by 10%, except where the amount due is the then current minimum fee.

The Applicant must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to APRA under this agreement can be properly ascertained

7 AUDIT OR EXAMINATION

- APRA may on 14 days' notice to the Applicant audit or examine the Applicant's books of account and other records to:
 - determine the correctness of any report or payment under this agreement; or
 - in the case of a failure by the Applicant to provide information in accordance with clause 3, to obtain information required to be provided under that clause.

- The Applicant must pay the cost of the audit or examination if it:
 (a) establishes that the information provided by the Applicant resulted in the amounts payable under this agreement being understated by more than 5%; or
 - is undertaken under clause 7.1(b).

8 CONFIDENTIALITY

- Subject to clause 8.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded 8 1 as confidential and is not in the public domain
- APRA may disclose the information to its auditors and other professional advisers.

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- fails to pay any sum when due under this agreement within 14 days after the due (a)
- (b) breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- being a corporation, 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; or
- being an individual, commits any act of bankruptcy or enters Into a scheme of (d) arrangement with creditors.

DEFINITIONS

In this agreement:

Agreed Rate means the interest rate for overdrafts of \$100,000 or more charged by the National Australia Bank plus 2 percentage points, calculated on daily rests from the due date to the date of payment.

Dramatic Context means in conjunction with acting, costumes, scenic accessories,

scripted dialogue or other dramatic effects, or as a ballet.

Food and Drink Expenses means all monies expended by the Applicant (exclusive of government taxes or other charges) on the purchase of food and drink for the Function which can be substantiated by invoices from the suppliers of the food and drink.

Function means the function specified on the front of this agreement. Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar

as it consists of words and music written expressly for it.

Gross Sums Paid for Admission means the total amount paid for admission to the Function, excluding:

- booking fees charged by unrelated third parties;
- credit card charges; and Government taxes, duties and charges.

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which are owned or controlled by APRA for Australia.

DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to the alternative dispute resolution mechanism approved by the Australian Competition Tribunal constituted under the Trade Practices Act 1974 in the determination in relation to File Nos. 4 and 5 of 1998. Information about the mechanism can be obtained from APRA

NOTICES 12

- A notice under this agreement must be in writing may be given to a party by: 12.1

 - delivering it to the address of the party; sending it by pre-paid post to the address of the party; or 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.
- 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.

13 MISCELLANEOUS

- No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.

 This agreement may only be varied by the written agreement of the parties.
- 13,3
- The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this
- 13.5 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.

PRIVACY NOTICE

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA and will not be disclosed to any third parties except in accordance with the privacy policy of APRA. The privacy policy can be obtained from APRA.

SIGNED AS	ΑN	AGREEMENT
SIGNED AS	TIV	AOKELINEN

APRA accepts the application and grants a licence on the terms set out in this Agreement.

For and on behalf of APRA by its duly authorised officer

SIGNATURE	DATE	



APRA Gross Box Office Statement

Please complete an	nd return to: APRA Locked Bag 5000 Strav	vberry Hills NSW 2012 or Fax 02	9935 7790
Name of Event			
			LICENCE NUMBER
Date/s of Event			
	PERFORMANCE DATE		STATE/TERRITORY
Location	LOCATION NAME AND ADDRESS		
	s of the licence agreement between this c ce figures for the event, for the purposes		
7	FFICE RECEIPTS: ements from ticketing agents are attached	\$	
	INK EXPENSES: tation verifying food and drink expenses)	\$	
DEDUCTIONS:	Booking Fees	\$	
	Credit Card Charges	\$	
TOTAL (Less Ded	luctions):	\$	
	ase indicate whether the aboves GST Excludes GST	ove amounts include	or exclude GST
Signed by/on behalf of the Applicant	SIGNATURE	DATE	
Please return to A	PRINT NAME IN FULL APRA within 14 days of the above		F PERSON SIGNING
If both the box office an pay your licence fees to	nd statement of musical works are received wit APRA within 14 days of receipt of APRA's controlly. Where an early payment of licence fees is	hin fourteen (14) days of the fina rolled works statement and invoic	e, a rebate of 10% of

applicable sum of GST, calculated at 10% must also be paid. This rebate does not apply when a licence is subject to the

Address: 16 Mountain Street Ultimo NSW 2007
Mailing Address: Locked Bag 5000 Strawberry Hills NSW 2012
T: 1300 852 388 F: 02 9935 7790 E: licence@apra.com.au
W: www.apra-amcos.com.au

Minimum Licence Fee.



APRA Licence Application Festival

GCLF

Please complete the relevant section(s), sign and return together with payment of the Advance (if applicable) to: APRA, Locked Bag 5000, Strawberry Hills NSW 2012 or Fax 02 9935 7790

I/We apply for a licence from APRA which, subject to the terms set out on this and the following pages, authorises the performance in public of Works within APRA's repertoire by any means whatsoever at the Festival. A Festival being:

- 1. an entertainment or series of entertainments;
- 2. held on at least two days not separated by more than two days without entertainment;
- 3. at any outdoor place outside of the metropolitan area of the nearest capital city, and
- 4. one at which (a) the organiser has incurred extraordinary expense in the provision and erection of additional service facilities for attending audiences to comply with appropriate health, safety and other applicable laws; and (b) APRA, after reviewing the evidence supplied by the organiser, has acknowledged in writing the nature of the expenses.

evidence supplied by the or	rganiser, has acknowledged in writing the nature o	of the expenses.	
Rates			
The amount payable is calcu \$55.00*.	ulated at 1.2375% of Gross Sums Paid for Ac	lmission subject t	o a minimum fee of
The advance amount pay	able is \$		
	t from 1 December 2012 to 30 November 2013		
AMOUNTS STATED ON THIS	APPLICATION ARE INCLUSIVE OF 10% GST.		
Name of Applicant	«Client_name»		
	APPLICANT		
Address of Applicant	«Client_address1» «Address_2» «Add	ress_3»	
	_«Locality» «State»		«Postcode » POSTCODE
			. 00.0052
Applicant's ABN		EMAIL	<u> </u>
Name of Festival	«Premises_name»		
	(FESTIVAL)	МОВІ	ILE
Date/s of Festival	«Licence_start» to «Licence_end»		
Date/ S Of Testival	(PERFORMANCE DATE)	PHON	NE
Name of Location Where performances are to occur	«Premises_address_1» (LOCATION)	«Fa: 	X»
where performances are to occur	(LOCATION)	FAX	
Address of Festival	«Address_21» «Address_31»		
	«Locality1» «State1»		«Postcode 1»
Ciamad by Jan babalf			POSTCODE
Signed by/on behalf of the Applicant			
or the Apphount	SIGNATURE	DATE	
This application will only	PRINT NAME IN FULL constitute a Licence Agreement when the Applican		GION OF PERSON SIGNING agreement from APRA.
	icence Agreement where the information contained		
OFFICE USE ONLY			
«Client_No			
»			
LICENCE NO TARIFF	GROSS SUMS PAID FOR ADMISSIONS GST EXCLUSI	VE FEE RECEIV	ED DATE
DP10 PROCESSED	APPROVED DAT	TE RESOL'	VED .
AUSTRALASIAN PERFORMING RI		00, Strawberry Hills N	SW 2012 T : 1300 852 388

SCOPE OF LICENCE

- APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- The licence in clause 1.1 does not include or authorise:
 - the public reception of any performance beyond the precincts of the (a)

 - the performance of Grand Right Works in their entirety; the performance in whole or in part of any musical work in a Dramatic Context:
 - (d) the performance in whole or in part of any music and associated words composed or used for ballet if accompanied by a visual representation of that ballet:
 - the performance of any choral work of more than 20 minutes duration (e) in its entirety;
 - (f) the performance of any music and associated words so as to burlesque or parody the work;
 - the performance of any musical work with new or substituted lyrics, or (g) any lyrics which have been notified by APRA as prohibited;
 - the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or (h)
 - any other right not expressly granted under this agreement.

2 CALCULATION OF AMOUNT PAYABLE

Subject to clause 5, the Applicant must pay APRA the amount calculated in accordance with the formula specified on the front of this agreement.

SUPPLY OF INFORMATION

- The Applicant must, within 30 days after the last Performance Date, supply APRA with:
 - a statement of the Gross Sums Paid for Admission in accordance with (a)
 - copies of all statements and other records received by the Applicant (including statements from venue operators and booking agents) sufficient to verify the calculation of the amount payable; and a statement in the form attached and in accordance with clause 3.3 of
 - the musical works performed at the Festival.
- The information required under clause 3.1 must be certified by the Applicant 3.2 or, if the Applicant is a corporation, by an officer of the Applicant.
 The statement of musical works referred to in clause 3.1(c) must state in
- relation to each work:
 - the names of the publisher and composer and the duration of the performance: and
 - whether the performance was vocal or not.

PAYMENT AND LATE PAYMENT

- Before the Festival, APRA may issue an invoice for an advance based on a reasonable estimate of the amount payable under clause 2.
- The Applicant must pay any invoice issued by APRA under clause 4.1 within the time specified on the invoice
- On APRA's receipt of the information under clause 3.1, APRA must calculate 4.3
- off ArRA's receipt of the information under clause 3.1, ArrA must calculate the amount payable in accordance with clause 2.

 If the amount payable exceeds the advance paid by the Applicant under clause 4.1, the Applicant must pay the excess to APRA within 30 days after the date of the invoice.
- If the amount payable is less than the advance paid by the Applicant under
- clause 4.1, APRA must refund the amount of the difference to the Applicant. On APRA's receipt of the information under clause 7, APRA may issue an invoice for any additional amount payable. The Applicant must pay any invoice issued under this clause within 14 days after the date of the invoice. Where the Applicant has not paid any invoice issued under clause 4.4 within 4.6
- 60 days after the date of the invoice or the Applicant has not paid any invoice issued under clause 4.6 when due, the Applicant must pay to APRA interest at the Agreed Rate on each of those amounts

DISCOUNT FOR EARLY REPORTING AND PAYMENT

If the Applicant:

- complies with its obligations under clause 3 within 14 days after the (a)
- last Performance Date; and pays the amount specified in APRA's invoice under clause 4.4 within 14 days after the date of that invoice,

the amount calculated in accordance with the formula specified on the front of this agreement will be reduced by 10%, except where the amount due is the then current minimum fee.

The Applicant must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to APRA under this agreement can be properly ascertained.

AUDIT OR EXAMINATION

- APRA may on 14 days notice to the Applicant audit or examine the Applicant's books of account and other records to:
 - determine the correctness of any report or payment under this agreement;
 - in the case of a failure by the Applicant to provide information in accordance with clause $\overset{\circ}{3}$, to obtain information required to be provided under provided under that clause.

- 7.2 The Applicant must pay the cost of the audit or examination if it:
 - establishes that the information provided by the Applicant resulted in the amounts payable under this agreement being understated by more
 - is undertaken under clause 7.1(b).

CONFIDENTIALITY 8

- Subject to clause 8.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain APRA may disclose the information to its auditors and other professional 8.1

TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- fails to pay any sum when due under this agreement; breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by
- being a corporation, goes into liquidation, has a receiver or receiver (c) 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; or
- being an individual, commits any act of bankruptcy or enters Into a scheme of arrangement with creditors. (d)

DEFINITIONS

In this agreement: Agreed Rate means the interest rate for overdrafts of \$100,000 or more charged by the National Australia Bank plus 2 percentage points, calculated on daily rests from the due date to the date of payment.

Dramatic Context means in conjunction with acting, costumes, scenic

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet. Festival means the festival specified on the front of this agreement.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

Gross Sums Paid for Admission means the total amount paid for admission to the Festival, excluding:

(a) booking fees charged by unrelated third parties;

(b) credit card charges;

(c) Government taxes, duties and charges.

(c) Government taxes, duties and charges.

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which is owned or controlled by APRA for Australia

DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to the alternative dispute resolution mechanism approved by the Australian Competition Tribunal constituted under the Trade Practices Act 1974 in the determination in relation to File Nos. 4 and 5 of 1998. Information about the mechanism can be obtained from APRA.

NOTICES

- A notice under this agreement must be in writing may be given to a party
 - (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.
- 12.2 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.

MISCELL ANEOUS

- 13.1 No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.

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

 13.4 The Applicant must pay to APRA within 14 days after the date of an invoice
- issued by APRA an amount on account of stamp duties and taxes, arising in respect of this agreement.
- 13.5 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.

PRIVACY NOTICE

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA and will not be disclosed to any third parties except in accordance with the privacy policy of APRA. The privacy policy can be obtained from APRA

SIGNED AS AN AGREEMENT

APRA accepts the application and grants a licence on the terms set out in this Agreement.

For and on behalf of
APRA by its duly
authorised officer



APRA Gross Box Office Statement

Please complete a	and return to: APRA Locked Bag 5000 Str	awberry Hills NSW 2012 or Fax	02 9935 7790
Name of Event			
			LICENCE NUMBER
Date/s of Event	PERFORMANCE DATE		STATE/TERRITORY
Location			
	LOCATION NAME AND ADDRESS		
	ns of the licence agreement between this fice figures for the event, for the purpose		
_	FFICE RECEIPTS:	\$	
Final reconciliation sta	atements from ticketing agents are attached		
DEDUCTIONS	. Dooking Food	\$	
DEDUCTIONS	: Booking Fees	Ψ	
	Credit Card Charges	\$	
TOTAL (Less De	ductions):	\$	
TOTAL (LC33 DC	ddellollay.	·	
	ease indicate whether the above the second control of the second c	ove amounts includ	le or exclude GST
Include	les G31 Excludes G31		
Signed by/on			
behalf of the Applicant			
or the Applicant	SIGNATURE	DATE	
	PRINT NAME IN FULL	POSITIO	N OF PERSON SIGNING
Please return to	APRA within 14 days of the abov		

If both the box office and statement of musical works are received within fourteen (14) days of the final performance and you pay your licence fees to APRA within 14 days of receipt of APRA's controlled works statement and invoice, a rebate of 10% of licence fees due will apply. Where an early payment of licence fees is being made to APRA in order to receive a 10% rebate, the applicable sum of GST, calculated at 10% must also be paid. This rebate does not apply when a licence is subject to the Minimum Licence Fee.



APRA Licence Application Special Purpose Licence Scheme (Featured Music)

Please complete the relevant section(s), sign and return together with payment of the Advance (if applicable) to: APRA, Locked Bag 5000 Strawberry Hills NSW 2012 or Fax 02 9935 7790

I/We apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance of

VVOIKS W	IIIIIII AFKA	s rependire by	any means whatsoever at the Ful	ICTOTI.		
Rates						
		e is calculated a m fee of \$55.00	at 1.65% of Gross Sums Paid for <i>i</i>	Admissions x Music Use F	Percentage,	
The adv	ance amou	unt payable is	\$			
*The rates	set out above	are current from 1 D	ecember 2012 to 30 November 2013			
AMOUNT	S STATED	ON THIS APPLIC	ATION ARE INCLUSIVE OF 10% GS	ST.		
Name o	f Applicant	<u>-</u>	«Client_name»			
Address	s of Applic	ant _	«Client_address1» «Address_	_2» «Address_3»		
		-	«Locality» «State»			«Postcode»
						. 66.6652
Applica	nt's ABN	_			EMAIL	
Name o	f Function		«Premises_name»			
Name 0	i i unction	-	(FUNCTION)		MOBILE	
(a)	To be held	at	«Premises_address_1»			
(α)	TO DO TICIO	_	PREMISES		PHONE	
	On the		«Licence_start» to «Licence_end	d»		
		_	(PERFORMANCE DATE)	-	FAX	
(b)	To be held	at				
		_	PREMISES			
	On the	_				
			(PERFORMANCE DATE)			
(c)	To be held	at				
			PREMISES			
	On the	-	(PERFORMANCE DATE)			
			(PERFORMANCE DATE)			
_	by/on beha pplicant	alf				
01 1110 71	ррпоат	-	SIGNATURE		DATE	
		-	PRINT NAME IN FULL		POSITION OF	PERSON SIGNING
AP	This applic	ation will only co use to grant a Lic	onstitute a Licence Agreement whe sence Agreement where the information	n the Applicant receives a ation contained in this app	signed agreemer lication is incorre	nt from APRA. ect or incomplete.
OFFICE U	SE ONLY					
«Client_						
LICENCE N	0	TARIFF	GROSS SUMS PAID FOR ADMISSIONS	GST EXCLUSIVE FEE	RECEIVED	DATE
DP10		CWS	PROCESSED	APPROVED	DATE	RESOLVED

SCOPE OF LICENCE

- APRA grants the Applicant a licence to perform in public Works within APRA's repertoire 1.1 in the circumstances and by the methods described on the front of this agreement.
- The licence in clause 1.1 does not include or authorise: 1.2
 - the public reception of any performance beyond the precincts of the Premises;
 - the performance of Grand Right Works in their entirety; (b)
 - the performance in whole or in part of any musical work in a Dramatic Context; (c)
 - the performance in whole or in part of any music and associated words composed or used for ballet if accompanied by a visual representation of that ballet;
 - the performance of any choral work of more than 20 minutes duration in its entirety; (e)
 - the performance of any music and associated words so as to burlesque or parody (f) the work:
 - the performance of any musical work with new or substituted lyrics, or any lyrics (g) which have been notified by APRA as prohibited;
 - the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or
 - any other right not expressly granted under this agreement.

CALCULATION OF AMOUNT PAYABLE

Subject to clause 5, the Applicant must pay APRA the amount calculated in accordance with the formula specified on the front of this agreement.

SUPPLY OF INFORMATION

- The Applicant must, within 30 days after the Function, supply APRA with: 3.1
 - a statement of the Gross Sums Paid for Admission in accordance with clause 3.2;
 - copies of all statements and other records received by the Applicant (including statements from venue operators and booking agents) sufficient to verify the
 - calculation of the amount payable; and a statement in the form attached and in accordance with clause 3.3 of the musical (c) works performed at each Function by any performer after the earlier of:
 (i) the time for commencement of the Function advertised in the press; and

 - the time referred to on the tickets sold for the Function.
- The statement of Gross Sums Paid for Admission referred to in clause 3.1(a) must be certified by the Applicant or, if the Applicant is a corporation, by an officer of the Applicant. 33
- The statement of musical works referred to in clause 3.1(c) must state in relation to each work: the names of the publisher and composer and the duration of the performance; and
 - whether the performance was vocal or not.
- Within 90 days after APRA's receipt of the information under clause 3.1, APRA must 3.4 provide the Applicant with:
 - a Controlled Works Statement; and
 - an invoice stating the amount payable.

PAYMENT AND LATE PAYMENT

- Before the first Performance Date, APRA may issue an invoice for an advance based on a 4.1 reasonable estimate of the amount payable under clause 2.
- The Applicant must pay any invoice issued by APRA under clause 4.1 within the time 4.2 specified on the invoice.
- 4.3 On APRA's receipt of the information under clause 3, APRA must calculate the amount
- payable in accordance with clause 2.

 If the amount payable exceeds the advance paid by the Applicant under clause 4.1, the Applicant must pay the excess to APRA within 30 days after the date of the invoice.

 If the amount payable is less than the advance paid by the Applicant under clause 4.1, 4.4
- 45 APRA must refund the amount of the difference to the Applicant.
- On APRA's receipt of the information under clause 8, APRA may issue an invoice for any additional amount payable. The Applicant must pay any invoice issued under this clause
- within 14 days after the date of the invoice. Where the Applicant has not paid any invoice issued under clause 4.4 within 60 days after where the Applicant has not paid any invoice issued under clause 4.4 within 50 days are the date of the invoice or the Applicant has not paid any invoice issued under clause 4.6 when due, the Applicant must pay to APRA interest at the Agreed Rate on each of those

DISCOUNT FOR EARLY REPORTING AND PAYMENT

If the Applicant:

- complies with its obligations under the clause 3 within 14 days after the Function; (a)
- pays the amount specified in APRA's invoice under the clause 4.4 within 14 days (b) after the date of that invoice,

the amount calculated in accordance with formula specified on the front of this agreement will be reduced by 10%, except where the amount due is the then minimum fee.

CONTROLLED WORKS

- 6.1 Subject to the Applicant complying with its obligations under clause 3.1(c), APRA warrants that in relation to each work included in the Controlled Works Statement
 - copyright subsists in the work; and
 - APRA controls the right of public performance for that work for Australia
- Subject to the Applicant complying with its obligations under clause 3.1(c), APRA indemnifies the Applicant against all damages, losses, costs and expenses incurred by the Applicant arising out of a breach by APRA of a warranty contained in clause 6.1 provided that the Applicant:
 - immediately notifies APRA of any claim; and (a)
 - permits APRA to conduct the defence to the claim in the name of the Applicant.

The Applicant must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to APRA under this agreement can be properly ascertained

AUDIT OR EXAMINATION

- APRA may on 14 days notice to the Applicant audit or examine the Applicant's books of 8.1 account and other records to:
 - determine the correctness of any report or payment under this agreement; or
 - in the case of a failure by the Applicant to provide information in accordance with clause 3, to obtain information required to be provided under that clause
- The Applicant must pay the cost of the audit or examination if it: 8.2
 - establishes that the information provided by the Applicant resulted in the amounts payable under this agreement being understated by more than 5%; or
 - is undertaken under clause 8.1 (b).
- The Applicant may, on 1 business day's notice to APRA, examine APRA's records on which it relies to claim that a work is subject to this agreement. 8.3

CONFIDENTIALITY

- Subject to clause 9.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as 9.1 confidential and is not in the public domain
- APRA may disclose the information to its auditors and other professional advisers.

TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- (a) fails to pay any sum when due under this agreement within 14 days after the due
- (b) breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- being a corporation, 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; or
- (d) being an individual, commits any act of bankruptcy or enters Into a scheme of arrangement with creditors

DEFINITIONS 11

In this agreement:

Agreed Rate means the interest rate for overdrafts of \$100,000 or more charged by the National Australia Bank plus 2 percentage points, calculated on daily rests from the due date to the date of payment.

Controlled Works Statement means a statement of the musical works notified by the Applicant under clause 3 which APRA claims are Works within APRA's repertoire and governed by this agreement.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Function means the function specified on the front of this agreement.

Grand Right Work means an opera, operetta, musical play, revue or pantomime to the extent that it consists of words and music written expressly for it.

Gross Sums Paid for Admission means the total amount paid for admission to the Functions, excluding:

- booking fees charged by unrelated third parties;
- credit card charges; and
- Government duties and charges

Music Use Percentage means the duration of the Works within APRA's repertoire performed at the Function divided by the duration of the Function.

Works within APRA's repertoire means all musical works, including any words normally

associated with those works by the copyright owner for Australia, the right of public performance of which is owned or controlled by APRA for Australia.

DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to the alternative dispute resolution mechanism approved by the Australian Competition Tribunal constituted under the Trade Practices Act 1974 in the determination in relation to File Nos. 4 and 5 of 1998. Information about the mechanism can be obtained from APRA.

NOTICES

- A notice under this agreement must be in writing may be given to a party by: 13.1
 - delivering it to the address of the party;
 - sending it by pre-paid post to the address of the party; or
 - 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.

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 .and

MISCELL ANEOUS 14

- No waiver by APRA of any breach of any provision of this agreement operates as a waiver
- of another breach of the same or of any other provision of this agreement. This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- This agreement may only be varied by the written agreement of the parties.
- The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this agreement
- 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.

PRIVACY NOTICE

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA and will not be disclosed to any third parties except in accordance with the privacy policy of APRA. The privacy policy can be obtained from

SIGNED AS AN AGREEMENT

APRA Accepts the application and grants a licence on the terms set out in this Agreement.

For and on behalf of
APRA by its duly
authorized officer



APRA Gross Box Office Statement

Please complete a	and return to: APRA Locked Bag 5000 Str	awberry Hills NSW 2012 or Fax (02 9935 7790
Name of Event			
			LICENCE NUMBER
Date/s of Event			
	PERFORMANCE DATE		STATE/TERRITORY
Location			
	LOCATION NAME AND ADDRESS		
	ns of the licence agreement between this fice figures for the event, for the purpose		
	OFFICE RECEIPTS: atements from ticketing agents are attached	\$	
DEDUCTIONS	: Booking Fees	\$	
	Credit Card Charges	\$	
TOTAL (Less De	ductions):	\$	
	ease indicate whether the above the second s	oove amounts includ	le or exclude GST
Signed by/on behalf of the Applicant	SIGNATURE	DATE	
Please return to	PRINT NAME IN FULL APRA within 14 days of the above		N OF PERSON SIGNING

If both the box office and performance statements are received within fourteen (14) days of the final performance and you pay your licence fees to APRA within 14 days of receipt of APRA's controlled works statement and invoice, a rebate of 10% of licence fees due will apply. Where an early payment of licence fees is being made to APRA in order to receive a 10% rebate, the applicable sum of GST, calculated at 10% must also be paid. This rebate does not apply when a licence is subject to the Minimum Licence Fee.



APRA Licence Application Film Festivals

GCFF

Please complete the relevant section(s), sign and return together with payment of the Advance (if applicable) to:

APRA, Locked Bag 5000, Strawberry Hills NSW 2012 or Fax 02 9935 7790

I/We the undersigned apply for a licence from APRA which, subject to the terms set out in this agreement, authorises the performance in public of works within APRA's repertoire by means of the exhibition of cinematographic films, and by the use of recorded means during the conduct of a film festival.

Rates The amount payable is calculated at 0.462% of Gross Box Office Receipts** subject to a minimum fee of \$62.21*. \$ The advance amount payable is *The rates set out above are current from 1 July 2012 to 30 June 2013. The minimum fee is only subject to yearly increases in accordance with the Consumer Price Index (see clause 2.2) *Gross Box Office Receipts means the total amount paid for admission to screenings of Cinematograph Films at all locations (including the value of all tickets sold or redeemed), excluding government taxes or other charges AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST. Name of Applicant APPLICANT Address of Applicant POSTCODE Applicant's ABN **EMAIL** Name of Event (FESTIVAL) MOBILE Date/s of Event (PERFORMANCE DATE) PHONE Name of Premises (PREMISES) FAX Where performances are to occur **Address of Event** Signed by/on behalf of the Applicant SIGNATURE DATE PRINT NAME IN FULL POSITION OF PERSON SIGNING This application will only constitute a Licence Agreement when the Applicant receives a signed agreement from APRA. APRA may refuse to grant a Licence Agreement where the information contained in this application is incorrect or incomplete OFFICE USE ONLY LICENCE NO TARIFF GROSS SUMS PAID FOR ADMISSIONS GST EXCLUSIVE FEE RECEIVED DATE PROCESSED APPROVED RESOLVED

Licence Agreement – Film Festival

SCOPE OF LICENCE

- APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement
- The licence in clause 1.1 does not include or authorise:
 - the public reception of any performance beyond the precincts of the (a)
 - the performance of Grand Right Works in their entirety;
 - the performance in whole or in part of any musical work in a Dramatic (c)
 - (d) the performance in whole or in part of any music and associated words composed or used for ballet if accompanied by a visual representation of that ballet:
 - the performance of any choral work of more than 20 minutes' duration in (e) its entirety; the performance of any music and associated words so as to burlesque
 - (f) or parody the work;
 - the performance of any musical work with new or substituted lyrics. or (g) any lyrics which have been notified by APRA as prohibited;
 - the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or (h)
 - any other right not expressly granted under this agreement. (i)

CALCULATION OF AMOUNT PAYABLE

- The Applicant must pay APRA the amount calculated in accordance with the formula specified on the front of this agreement. 2 1
- On 1 July each year, the GST exclusive minimum annual fee will be calculated by increasing the current GST exclusive minimum annual fee by the percentage increase in the Consumer Price Index between the last 2 September quarters.

SUPPLY OF INFORMATION

- The Applicant must within 30 days after the last film screening of the Festival, 3.1
 - a statement of the Gross Box Office Receipts for the Festival in accordance with clause 3.2;
 - a list of:
 - all films screened; (i)
 - and the number of times each Film was screened, during the (ii) Festival.
- The statement of Gross Box Office Receipts referred to in clause 3.1 must be 3.2 certified by the Applicant or, if the Applicant is a corporation, by an officer of the Applicant.
- APRA must notify the Applicant of any Film that the Applicant screens(gyr proposes to screen and of which APRA is aware contains musical works which are not Works within APRA's repertoire.

- Before the first film screening of the Festival, APRA may issue an invoice for an
- advance based on a reasonable estimate of the amount payable under clause 2. The Applicant must pay any invoice issued by APRA under clause 4.1 within the time specified on the invoice.

 On APRA's receipt of the information under clause 3.1, APRA must calculate
- 4.3 the amount payable in accordance with clause 2.

 If the amount payable exceeds the advance paid by the Applicant under clause
- 4.1, the Applicant must pay the excess to APRA within 14 days after the date of the invoice.
- If the amount payable is less than the advance paid by the Applicant under 4.5 clause 4.1, APRA must refund the amount of the difference to the Applicant.
- On APRA's receipt of the information under clause 6, APRA may issue an invoice for any additional amount payable. The Applicant must pay any invoice issued under this clause within 14 days after the date of the invoice. Where the Applicant has not paid any invoice issued under clause 4.4 within 60
- days after the date of the invoice or the Applicant has not paid any invoice issued under clause 4.6 when due, the Applicant must pay to APRA interest at the Agreed Rate on each of those amounts.

RECORDS

The Applicant must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to APRA under this agreement can be properly ascertained.

AUDIT OR EXAMINATION 6

- APRA may on 14 days' notice to the Applicant audit or examine the Applicant's books of account and other records to:
 - determine the correctness of any report or payment under this agreement; (a)
 - in the case of a failure by the Applicant to provide information in accordance with clause 3.1, to obtain information required to be provided under that clause.
- The Applicant must pay the cost of the audit or examination if it:
 - establishes that the information provided by the Applicant resulted in the amounts payable under this agreement being understated by more than
 - 5%; or is undertaken under clause 6.1(b). (b)

APRA may disclose the information to its auditors and other professional advisers.

Subject to clause 7.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that 7.2 can properly be regarded as confidential and is not in the public domain

INDEMNITY

Subject to the Applicant complying with its obligations under this agreement, APRA indemnifies the Applicant against all damages, losses, costs and expenses incurred by the Applicant arising out of any successful claim which may be made against it in respect of the performance in public of a Work within APRA's repertoire within the terms of this agreement provided that the Applicant:

- immediately notifies APRA of the claim; and
- permits APRA to conduct the defence to the claim in the name of the Applicant.

TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:
(a) fails to pay any sum when due under this agreement within 14 days after

- breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- being a corporation, 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: or
- being an individual, commits any act of bankruptcy or enters Into a scheme of arrangement with creditors.

DEFINITIONS

In this agreement:

Agent means any agent, manager, assistant or associate of the Live Artist Performer

Agreed Rate means the interest rate for overdrafts of \$100,000 or more charged by the National Australia Bank plus 2 percentage points, calculated on daily rests from the due date to the date of payment.

Dramatic Context means in conjunction with acting, costumes, scenic

accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or

pantomime insofar as it consists of words and music written expressly for it. Gross Box Office Receipts

Gross Box Office Receipts means the total amount paid for admission to screenings of Cinematograph Films at all locations (including the value of all tickets sold or redeemed), excluding:

- booking fees charged by unrelated third parties;
- credit card charges; and Government taxes, duties and charges.

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which is owned or controlled by APRA for Australia.

DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to the alternative dispute resolution mechanism approved by the Australian Competition Tribunal constituted under the Trade Practices Act 1974 in the determination in relation to File Nos. 4 and 5 of 1998. Information about the mechanism can be obtained from APRA.

NOTICES

- 12.1 A notice under this agreement must be in writing may be given to a party by: delivering it to the address of the party;
 - sending it by pre-paid post to the address of the party; or sending it by facsimile to the facsimile number of the party, (c)
- and the notice will be deemed to have been received by the party on receipt. 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 .and

MISCELLANEOUS 13

- No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent. This agreement may only be varied by the written agreement of the parties.
- 13.3
- The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this agreement.
- 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.

PRIVACY NOTICE

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA and will not be disclosed to any third parties except in accordance with the privacy policy of APRA. The privacy policy can be obtained from APRA.

DATE

SIGNED AS AN AGREED

APRA Accepts the application and grants a licence on the terms set out in this Agreement.

For and on behalf of APRA by its duly authorised officer



APRA Film Festival Schedule

ame of Event			
	FESTIVAL	STATE/TERR	ITORY
tertainments			
) To be held at		On the	PERFORMANCE DATE
) To be held at		On the	PERFORMANCE DATE
To be held at		On the	PERFORMANCE DATE
) To be held at		On the	
) To be held at		On the	
To be held at		On the	
) To be held at		On the	PERFORMANCE DATE
			PERFORMANCE DATE
			PERFORMANCE DATE
,		<u> </u>	PERFORMANCE DATE
) To be held at		On the	PERFORMANCE DATE

W: www.apra-amcos.com.au



APRA Gross Box Office Statement

Please complete a	i nd return to : APRA Locked Bag 5000 S	Strawberry Hills NSW 2012 or Fax	02 9935 7790
Name of Event			LICENCE NUMBER
Date/s of Event	PERFORMANCE DATE		STATE/TERRITORY
Location	LOCATION NAME AND ADDRESS		
	ns of the licence agreement between th fice figures for the event, for the purpo		
_	DFFICE RECEIPTS: attached attached	\$	
DEDUCTIONS	: Booking Fees	\$	
	Credit Card Charges	\$	
TOTAL (Less De	eductions):	\$	
	ease indicate whether the a des GST Excludes GST	above amounts includ	de or exclude GS
Signed by/on behalf of the Applicant	SIGNATURE	DATE	
	PRINT NAME IN FULL		ON OF PERSON SIGNING

Please return to APRA within 14 days of the above event

If both the box office and performance statements are received within fourteen (14) days of the final performance and you pay your licence fees to APRA within 14 days of receipt of APRA's controlled works statement and invoice, a rebate of 10% of licence fees due will apply. Where an early payment of licence fees is being made to APRA in order to receive a 10% rebate, the applicable sum of GST, calculated at 10% must also be paid. This rebate does not apply when a licence is subject to the Minimum Licence Fee.



APRA Licence Application Sporting Event

Please complete the relevant section(s), sign and return to: Locked Bag 5000 Strawberry Hills NSW 2012 or Fax 02 9935 7790

I/We apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance of

Works within APRA's repertoire, who	ether live or by the use of recor	rded music, at the Event.		
Rates Fhe amount payable is calculated a	t whichever is the greater of:			
	e on Live Artist Performers plus	\$55.00 per day for Mechan	ical Device use: OR	
	ted to each day of the Event,	toolog por day lor moonan		
subject in either instance to a minim				
The advance amount payable is	\$			
The rates set out above are current from 1 De	ecember 2012 to 30 November 2013			
AMOUNTS STATED ON THIS APPLICA	ATION ARE INCLUSIVE OF GST.			
Name of Applicant				
	APPLICANT			-
Address of Applicant				
-				POSTCODE
Annilo antilo ADNI				. 00.0002
Applicant's ABN			EMAIL	
Name of Event				
_	(EVENT)		MOBILE	_
(a) To be held at				
	PREMISES		PHONE	
On the	(PERFORMANCE DATE)		FAX	
	(FERTORMANCE DATE)		TAX	
(b) To be held at	PREMISES			
On the				
	(PERFORMANCE DATE)			
(c) To be held at				
	PREMISES			
On the _	(DEDEODMANCE DATE)			
	(PERFORMANCE DATE)			
Signed by/on behalf of the Applicant				
	SIGNATURE		DATE	
_	PRINT NAME IN FULL		DOCITION OF DEDCON SI	CNINC
			POSITION OF PERSON SI	
	nstitute a Licence Agreement whence Agreement whence Agreement where the inform			
OFFICE USE ONLY				
ICENCE NO TARIFF	ATTENDANCE / EXPENDITURE	GST EXCLUSIVE FEE	RECEIVED DAT	<u></u>
TAKITI		OST EXCEOSIVE FEE	NEOEIVED DAI	_

APPROVED

Licence Agreement - Sporting Event

1 SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.2 The licence in clause 1.1 does not include or authorise:
 - (a) the public reception of any performance beyond the precincts of the Premises:
 - (b) the performance of Grand Right Works in their entirety;
 - (c) the performance in whole or in part of any musical work in a Dramatic Context;
 - (d) the performance in whole or in part of any music and associated words composed or used for ballet if accompanied by a visual representation of that ballet:
 - (e) the performance of any choral work of more than 20 minutes duration in its entirety;
 - the performance of any music and associated words so as to burlesque or parody the work;
 - (g) the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - (h) concerts or events held by Sporting Codes or teams or members of a Sporting Code where the Sporting Code is licensed by APRA (such events are subject to a different APRA licence);
 - the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or
 - (i) any other right not expressly granted under this agreement.

2 CALCULATION OF AMOUNT PAYABLE

Subject to clause 4, the Applicant must pay APRA the amount calculated in accordance with the formula specified on the front of this agreement.

3 SUPPLY OF INFORMATION

- 3.1 The Applicant must, within 30 days after the end of the Event, supply APRA with a statement of:
 - (a) the number of people admitted to each day of the Event;
 - (b) the gross expenditure on Live Artist Performers;
 - (c) the number of days of use for Mechanical Devices; and
 - (d) the musical works performed at the Event in the form attached and in accordance with clause 3.3.
- 3.2 The statements referred to in clause 3.1 must be certified by the Applicant or, if the Applicant is a corporation, by an officer of the Applicant.
- 3.3 The statement of musical works referred to in clause 3.1(d) must state in relation to each work:
 - the names of the publisher and composer and the duration of the performance; and
 - b) whether the performance was by Live Artist Performer or recorded means

4 PAYMENT AND LATE PAYMENT

- 4.1 Before the Event, APRA may issue an invoice for an advance based on a reasonable estimate of the amount payable under clause 2.
- 4.2 The Applicant must pay any invoice issued by APRA under clause 4.1 within the time specified on the invoice.
- 4.3 On APRA's receipt of the information under clause 3, APRA must calculate the amount payable in accordance with clause 2.
- 4.4 If the amount payable exceeds the advance paid by the Applicant under clause 4.1, the Applicant must pay the excess to APRA within 14 days after the date of the invoice.
- 4.5 If the amount payable is less than the advance paid by the Applicant under clause 4.1, APRA must refund the amount of the difference to the Applicant.
- 4.6 On APRA's receipt of the information under clause 6, APRA may issue an invoice for any additional amount payable. The Applicant must pay any invoice issued under this clause within 14 days after the date of the invoice.
- 4.7 Where the Applicant has not paid any invoice issued under clause 4.4 within 30 days after the date of the invoice or the Applicant has not paid any invoice issued under clause 4.6 when due, the Applicant must pay to APRA interest at the Agreed Rate on each of those amounts.

5 RECORDS

The Applicant must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to APRA under this agreement can be properly ascertained.

6 AUDIT OR EXAMINATION

- 6.1 APRA may on 14 days notice to the Applicant audit or examine the Applicant's books of account and other records to:
 - (a) determine the correctness of any report or payment under this agreement; or
 - (b) in the case of a failure by the Applicant to provide statements in accordance with clause 3, to obtain information required to be provided under that clause.
- 6.2 The Applicant must pay the cost of the audit or examination if it:
 - (a) establishes that the information provided by the Applicant resulted in the amounts payable under this agreement being understated by more than 5%; or
 - (b) is undertaken under clause 6.1 (b).

7 CONFIDENTIALITY

- 7.1 Subject to clause 7.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain
- 7.2 APRA may disclose the information to its auditors and other professional advisers.

8 TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- fails to pay any sum when due under this agreement within 14 days after the due date;
- (b) breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- (c) being a corporation, 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; or
- (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

9 DEFINITIONS

In this agreement:

Agreed Rate means the interest rate for overdrafts of \$100,000 or more charged by the National Australia Bank plus 2 percentage points, calculated on daily rests from the due date to the date of payment.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Event means the sporting event specified on the front of this agreement.

Grand Right Work means an opera, operetta, musical play, revue or pantomime to the extent that it consists of words and music written expressly for it.

Gross Expenditure on Live Artist Performers means all monies and the monetary value of all benefits receivable directly or indirectly by the Live Artist Performer including all salaries, wages, profit shares, allowances, accommodation, travelling and other expenses (but excluding government taxes or other charges) and whether receivable by the Live Artist Performer or an Agent.

Live Artist Performer means any performer participating in the performance of music including featured and associated singers, musicians and conductors.

Mechanical Devices means any background music system, such as television, CD, radio or digital audio device.

Works within APRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Australia, the right of public performance of which is owned or controlled by APRA for Australia.

10 DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to the alternative dispute resolution mechanism approved by the Australian Competition Tribunal constituted under the Trade Practices Act 1974 in the determination in relation to File Nos. 4 and 5 of 1998. Information about the mechanism can be obtained from APRA.

11 NOTICES

- 11.1 A notice under this agreement must be in writing 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.

 A facsimile is deemed to have been received an production of a transmission of
- 11.2 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.

12 MISCELLANEOUS

- 12.1 No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- 12.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- 12.3 This agreement may only be varied by the written agreement of the parties.
- 2.4 The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this agreement.
- 12.5 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.

13. PRIVACY NOTICE

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA and will not be disclosed to any third parties except in accordance with the privacy policy of APRA. The privacy policy can be obtained from APRA.

SIGNED AS AN AGREEMENT

APRA accepts the application and grants a licence on the terms set out in this Agreement.

For and on behalf o
APRA by its duly
authorised officer



APRA Gross Expenditure and Attendance Statement

Please complete and return to: APRA Locked Bag 5000 Strawberry Hills NSW 2012 or Fax 02 9935 7790					
Name of Event			LICENCE NUMBER		
Date/s of Event					
Date/S Of Everit	PERFORMANCE DATE		STATE/TERRITORY		
Location	LOCATION NAME AND ADDRESS				
APRA of the follow	rms of the licence agreement betving Gross Expenditure of Live Art of calculating licence fees under ou	ist Performers and atter			
GROSS EXPEN	IDITURE:	\$			
TOTAL NO. OF	PERSONS ATTENDED:				
Please email the	invoice toEMAIL ADDRESS				
Signed by/on behalf of the Applicant	SIGNATURE		DATE		
	PRINT NAME IN FULL		POSITION OF PERSON SIGNING		

Please return to APRA within 14 days of the above event