

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 occurring at the Premises, by means of Live Artist Performers.

GLA

Annual Rates

Annual rates are calculated upon the sums which are paid to and/or received by Live Artist Performers appearing at the Premises, or Agents, as follows:

2.2% of the Applicant's **Gross Expenditure on Live Artist Performers, PLUS**
1.65% of **Gross Sums Paid for Admission**.
The annual fee is subject to a minimum annual fee of \$27.50.

Annual **Gross Expenditure on Live Artist Performers**

\$ x 2.2% = \$

Annual **Gross Sums paid for admission**

\$ x 1.65% = \$

If figures specified are for a period of less than 12 months, specify that period: From

/ /

To

/ /

Annual fees shall be calculated, for the purposes of this application and its particulars, by extrapolating those figures given over a 12 month period.

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 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

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

MOBILE

Date on which music usage commenced

EMAIL

PHONE

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

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 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.
- 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).

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 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.

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,
- 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

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

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		Annual Rate Per Location*	No. Of Locations**	Annual Rate Per Location*	No. Of Locations**	Total \$
External Lines Per Location						
1-5 lines	Communication (GMH)	\$145.23		Reproduction (RMH)	\$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	
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	

BACKGROUND MUSIC (BG) # (Public Performance)		Size (m2)						Licensed Area (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	\$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)			Number of tracks copied		Total \$
Annual Rate per Number of Tracks					
up to 499	500-999	for each additional 500			
\$145.54	\$242.55	\$97.03			

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, and after that date the terms of clause 3.5 will apply.

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)

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:

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

MOBILE

EMAIL

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 of the Applicant

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.

AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED ABN 42 000 016 099

Address: 16 Mountain St, Ultimo NSW 2007 Mailing Address: Locked Bag 5000, Strawberry Hills NSW 2012
Tel: 1300 852 388 Fax: (02) 9935 7790 Email: licence@apra.com.au Web: www.apra-amcos.com.au

1. SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public and/or communicate Works within APRA's repertoire for the Purpose.
- 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 of any choral work of more than 20 minutes duration in its entirety;
 - (f) the performance or of any music and associated words so as to burlesque or parody the work;
 - (g) the performance or 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 (PPCA)); 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;
 - (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;
 - (c) the reproduction of any musical work with new or substituted lyrics, or any lyrics which have been notified by AMCOS as prohibited;
 - (d) the reproduction of any musical work or lyrics in a graphic form;
 - (e) the reproduction of any sound recording (this permission is obtained from the PPCA or directly from record labels);
 - (f) the reproduction of any Production Music; 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 written notice terminating on the anniversary of the expiry of the initial period.

3. CALCULATION OF AMOUNT PAYABLE

- 3.1 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.
- 3.2 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.
- 3.3 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 Licence Year.

4. SUPPLY OF INFORMATION

- 4.1 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.
- 4.2 APRA|AMCOS may require the Applicant to provide the information required under clause 4.1 in the form of a statutory declaration.
- 4.3 Applicant must notify APRA|AMCOS within 28 days of any change to the particulars on the front of this agreement.
- 4.4 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 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.
- 5.2 APRA|AMCOS may disclose this information to their 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' invoice stating the amount payable for the 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|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 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).

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 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 may be.

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;
 - (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. 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 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. 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:

SIGNATURE

DATE

CLIENT NO.

GST EXCLUSIVE FEE

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

RECEIVED

PREMISES TYPE CODE

APRA Licence Application

Fitness 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 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 Rates

GFC

Tariff A

Annual Number of Fitness Classes: x \$2.50 per fitness class = \$

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 rate will be increased in accordance with the CPI.

OR

Tariff B

Annual number of fitness classes with 10 or fewer participants: x \$1.50 per class = \$

Annual number of fitness classes with more than 10 participants: x \$3.50 per class = \$

Year 1 (1 July 2011 – 30 June 2012)	\$0.90c per class with 10 or fewer participants, and \$2.10 per class with more than 10 participants
Year 2 (1 July 2012 – 30 June 2013)	\$1.20 per class with 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 10 or fewer participants, and \$3.50 per class with more than 10 participants

From 1 July 2014, the Year 3 rate will be increased in accordance with the CPI.

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 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

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

MOBILE

Date on which music usage commenced

EMAIL

PHONE

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

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 Licence Agreement

Fitness 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 licence may be 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 3 months' 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, 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.
- 3.2 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.

4. SUPPLY OF INFORMATION

- 4.1 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.
- 4.2 APRA may require the Applicant to provide the information required under clause 4.1(a) 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 reasonably 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:
- (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 agreement; and
 - (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.
- 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 and issue an invoice for the licence fees payable.
- 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 difference to the Applicant.
- 6.6 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.
- 6.7 Unless otherwise indicated, amounts stated in this agreement do not include GST.
- 6.8 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.
- 6.9 Terms used in this clause 6 which are defined in the GST Act have the same meaning as in the GST Act.

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 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
 - (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).

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 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:

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 September.

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 is:

- (a) directed (whether by a fitness instructor, video instruction or otherwise); and
- (b) included in a published time-table or advance notification to potential participants, 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.

11. 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

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

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 and is also on the APRA website at www.apra-amcos.com.au

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

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.

GFN

Annual Rates 78 cents per person admitted to the Venue*

Annual number of persons admitted to the Venue: x 78c = \$

If figures specified are for a period of less than 12 months, specify that period: From / / To / /

Annual fees shall be calculated, for the purposes of this licence, by extrapolating those figures given over a 12 month period.

*If annual figures for the number of persons admitted are not submitted, APRA reserves the right to charge licence fees based on Capacity.

Capacity of premises: Nights of Operation:

AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF GST.

The annual rate set out above is current from 1 November 2012 to 31 October 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 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:

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

MOBILE

Date on which music usage commenced

EMAIL

PHONE

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

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 Licence Agreement

Recorded Music for Dance Use



1. SCOPE OF LICENCE

- 1.1 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.
- 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 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;
 - (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;
 - (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 AMOUNTS PAYABLE

- 3.1 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.
- 3.2 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.
- 3.3 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.

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 persons admitted to the Venue, during that 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 Venue 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 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:
 - (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.
- 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 difference to the Applicant.
- 6.6 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.

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 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
 - (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 10%; 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 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:

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 be.

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
- (c) 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;
 - (ii) a Dance or Dance Party;
 - (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 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;

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 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.
- 13.5 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, 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 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

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

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

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

APRA Licence Application Karaoke



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 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**).

GFK

Annual Rates

The annual amount payable is calculated at a per day rate for each day on which karaoke functions are held at the Premises.

The per day rate is \$17.89

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

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 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

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

Date on which music usage commenced

EMAIL

PHONE

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

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 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 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 total of the daily rate current for that Licence Year for the number of days set out on the front of this agreement; and
 - (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 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 Licence Application Featured Recorded Music



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 Featured Recorded Music, selected or programmed by a DJ, not including performances for Dance Use at Nightclubs, Dances or Dance Parties.

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%	=	\$		} TOTAL \$	insert the higher figure
Annual number of persons admitted to the area where Featured Recorded Music performances are audible:			x 15c	=	\$			

If figures specified are for a period of less than 12 months, specify that period:

From / / To / /

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:

- by a fee for entry to the separated area; or
 - if the number of persons admitted to the separate area is monitored and recorded by or on behalf of the Premises; and
 - 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 28 February 2014.

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 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

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

MOBILE

EMAIL

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 of the Applicant

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 Licence Agreement Featured Recorded Music



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 AMOUNTS PAYABLE

3.1 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
- (c) the number of persons admitted to that part of the Premises where Featured Recorded Music performances are audible.

3.2 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.

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 Sums Paid for Admission; and
- (b) the number of persons admitted to that part of the Premises where Featured Recorded Music performances are audible.

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

6.1 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.

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 difference to the Applicant.

6.6 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.

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 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
- (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 10%; 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 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.

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;
- (c) is not an event for underage persons (such as a "blue light" disco); and
- (d) 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 Party.

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
- (b) uses recorded APRA Works as the primary form of music for dancing; and
- (c) 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;
 - (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.

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 Subject to clause 13.4, This agreement may only be varied by the written agreement of the parties.

13.4 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 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 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.

13.6 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 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 Licence Application

Music on Hold



CLIENT NO. _____

A P R 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 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**).

External Lines	Annual Fees per Location *	No. of Locations **	Total \$	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 INCLUSIVE OF 10% GST.			Total \$	

* 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.

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 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

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

MOBILE

Date on which music usage commenced

EMAIL

PHONE

COMMENCEMENT DATE

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

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 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

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 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**).

GNB

PUBLIC PERFORMANCE	Number of Full Time Employees	Annual Rate*	Total \$	
MUSIC IN THE WORKPLACE (GNB) The Annual Rate* is 88 cents per Employee of the Applicant, subject to a Minimum Annual Fee* of \$58.55		x \$0.88		

COMMUNICATION	External lines per location	Annual Rate per location**	No. of locations	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 INCLUSIVE OF 10% GST.			Total \$	

*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.

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 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

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

MOBILE

Date on which music usage commenced

EMAIL

PHONE

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

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 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).

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 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

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 Licence Application

International Cruise Ships and Marine Vessels

CLIENT NO.



GNCS

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 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=	
			x \$121.29=	
			x \$121.29=	
			x \$121.29=	
			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.

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

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

MOBILE

Date on which music usage commenced

EMAIL

PHONE

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

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 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

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 Licence Application for Overseas Licensees

International Cruise Ships and Marine Vessels



CLIENT NO. _____

GNCS2

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 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 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

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

MOBILE

Date on which music usage commenced

EMAIL

PHONE

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

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 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 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 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

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 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 classes are held, **PLUS \$32.87 per annum** for each additional day per week upon which classes are held.

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 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:

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

MOBILE

Date on which music usage commenced

EMAIL

PHONE

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

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 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.
- 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 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.

GNE2

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.

Legal Name of Business or Organisation (Applicant)

COMPANY / PARTNERSHIP / SOLE TRADER / INCORPORATED

Sporting Code

SPORTING CODE

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

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

Date on which music usage commenced

EMAIL

PHONE

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

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 Licence Agreement

Sporting Code



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, 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.
- 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.

4. SUPPLY OF INFORMATION

- 4.1 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 Licence Year.
- 4.2 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.
- 4.3 APRA may require the Applicant to provide the information required under clause 4.1 in the form of a statutory declaration.
- 4.4 The Applicant must notify APRA within 28 days of any change to the particulars on the front of this agreement.
- 4.5 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.

5. PAYMENTS

- 5.1 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.
- 5.2 The Applicant must pay any invoice issued by APRA under clause 5.1 within 14 days after the date of the invoice.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 The Applicant must pay to APRA interest at the Agreed Rate on each amount outstanding under this agreement.

6. 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.

7. AUDIT OR EXAMINATION

- 7.1 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
 - (b) 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.

- 7.2 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).

8. CONFIDENTIALITY

- 8.1 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.
- 8.2 APRA may disclose this information to its auditors and other professional advisers.

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 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:

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.

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

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 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.

GNG

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.

Legal Name of Business or Organisation (Applicant)

COMPANY / PARTNERSHIP / SOLE TRADER / INCORPORATED

Name of community band, performance group or choir

GROUP

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

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

MOBILE

Date on which music usage commenced

EMAIL

PHONE

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

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 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:
- (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:
- 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 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 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:

- (a) the Premises are let to:
- (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**.

Capacity of the Premises:

Number of functions per year at 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 852 388.

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 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

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

MOBILE

EMAIL

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 of the Applicant

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 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:
 - (i) 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).

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 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

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 Licence Application

Eisteddfod

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, 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.

GNQ

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.

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

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

MOBILE

Date on which music usage commenced

EMAIL

PHONE

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

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 Licence Agreement

Eisteddfod



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:

- (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.

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 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**.

Number of days per annum on which music is used:

x \$1.70 =

\$

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)

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:

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

Date on which music usage commenced

EMAIL

PHONE

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

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 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;
 - (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 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:
 - (i) 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;
- (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.
- 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 Licence Application Church



CLIENT NO. _____

A P R 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 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.

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

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

MOBILE

Date on which music usage commenced

EMAIL

PHONE

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

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 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:

- (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.

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

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|AMCOS which, subject to the terms set out on the accompanying pages, authorises the performance in public and/or 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

BD

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 each zone/channel of a Multi-Channel Device AND digital device players such as iPods, MP3 players and PCs etc)	(BDB1)	less than 300m ²		\$127.25***		
	(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 subscription TV)	(BDT1)	less than 300m ²		\$101.82***		
	(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 Index.

**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.

MUSIC ON HOLD

External Lines Per Location	Communication (GMH)		Reproduction (RMH)		Total \$
	Annual Rate Per Location	No. Of Locations	Annual Rate Per Location ##	No. Of Locations	
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 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

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

MOBILE

EMAIL

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 of the Applicant

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

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;
 - (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 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;
 - (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;
 - (c) 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.
- 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).

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 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;
 - (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.
- 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:

SIGNATURE

DATE

CLIENT NO.

GST EXCLUSIVE FEE

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

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**);
- 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.

BF

FITNESS CENTRE (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 rates:

DEVICE	Qty (units)	1 Dec 2012 - 30 Nov 2013 & thereafter	Total \$	Owner or Operator's Name (if supplied by a third party)
BACKGROUND MUSIC (BFB) (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 iPods, MP3 players and PCs etc)		\$199.22		
REPRODUCTION (RBF) (Number of tracks reproduced to digital device players such as iPods, MP3 players and PCs etc) #	No. of tracks	See below #		
RADIO (BFR) AND/OR TV (BFT) * (TV sets include TVs used to show video/DVD, free to air, and/or subscription TV)	Radio:	\$128.91		
	TV:	\$128.91		
AUDIO JUKEBOX (BFJ)		\$292.94		
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)	Video Juke Box:	\$410.12		
	Large Screen:	\$410.12		
TOTAL			\$	
<p>* For the purpose of this agreement, APRA will consider any 4 TVs irrespective of configuration as a large screen.</p> <p># 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.</p>				

MUSIC ON HOLD

External Lines Per Location	Communication (GMH)		Reproduction (RMH)		Total \$
	Annual Rate Per Location	No. Of Locations	Annual Rate Per Location ##	No. Of Locations	
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 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

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

MOBILE

Date on which music usage commenced

EMAIL

PHONE

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

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

Background Music - Fitness Centres



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.

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;
- 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.

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:

- 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;
- 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.

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:

- 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 that Licence Year, for each Device as at the date of APRA|AMCOS's invoice under clause 6.

3.2 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.

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:

- 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.

8.2 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 than 10%; or
- is undertaken under clause 8.1(b).

9. 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;
- 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.

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.

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;
- 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

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:

SIGNATURE

DATE

CLIENT NO.

GST EXCLUSIVE FEE

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

RECEIVED

PREMISES TYPE CODE

APRA|AMCOS Licence Application

Background Music - Hospitality

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|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 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.

BH

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 rates:					
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, online music services (see below), background music services and/or each zone/channel of a Multi-Channel Device AND digital device players such as iPods, MP3 players and PCs etc)			\$187.43		
REPRODUCTION (RBH) (Number of tracks reproduced to digital device players such as iPods, MP3 players and PCs etc) #		No. of tracks	See below #		
RADIO (BHR)			\$121.29		
TV (BHT) ** (TVs used to show video/DVD, free to air TV, and/or subscription 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 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		
For dedicated restaurant/dining room/café areas with discrete sound source		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. ** For the purpose of this agreement, APRA will consider any 4 TVs irrespective of configuration as a large screen.			# 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					
External Lines Per Location	Communication (GMH)		Reproduction (RMH)		Total \$
	Annual Rate Per Location	No. Of Locations	Annual Rate Per Location ##	No. Of Locations	
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 or Organisation (Applicant)

Applicants ACN

Do you operate through a Trust?

Trading Name of Business or Organisation

Address

Address for Correspondence

Date on which music usage commenced

Position of Person Signing

Signed by/on behalf of the 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.

☐ Yes ☐ No 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)".

PREMISES / TRADING NAME

ADDRESS

POSTCODE

MOBILE

PHONE

FAX

GIVEN NAME(S)

SURNAME

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

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.

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;
- 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.

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:

- 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;
- 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.

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:

- 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 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:

- 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 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:

- establishes that the information provided by the Applicant resulted in the amounts payable under this agreement being understated by more than 10%;
- or
- is undertaken under clause 8.1(b).

9. 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;
- 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.

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.

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;
- 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

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:

SIGNATURE

CLIENT NO.

GST EXCLUSIVE FEE

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

RECEIVED

PREMISES TYPE CODE

APRA|AMCOS Licence Application

BACKGROUND MUSIC - RETAIL & GENERAL



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**);
- 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 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)						Licensed Area (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.

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 as applicable.

Background Music (Reproduction) (RBG)

Annual Rate per Number of Tracks			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

Communication (GMH)		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 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

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

POSTCODE

MOBILE

EMAIL

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 of the Applicant

SIGNATURE

DATE

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;
 - (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 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;
 - (c) the reproduction of any musical work with new or substituted lyrics, or any lyrics which have been notified by AMCOS as prohibited;
 - (d) the reproduction of any musical work or lyrics in a graphic form;
 - (e) the reproduction of any sound recording (this permission is obtained from the PPCA or directly from record labels);
 - (f) the reproduction of any Production Music; 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 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:
- (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.

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:

SIGNATURE

DATE

CLIENT NO.

GST EXCLUSIVE FEE

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

RECEIVED

PREMISES TYPE CODE

APRA|AMCOS Licence Application

COMMUNICATION AND REPRODUCTION LICENCE – 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|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 (GMH)	\$145.23		Reproduction (RMH)	\$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		
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 / 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:

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

MOBILE

Date on which music usage commenced

EMAIL

PHONE

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

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.

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:
- 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 entirety;
 - the Communication of any music and associated words so as to burlesque or 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;
 - 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.
- 1.3 AMCOS grants the Applicant a licence to reproduce Works within AMCOS's Repertoire for use as music on hold at the Premises.
- 1.4 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 format;
 - 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.

2. 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.

3. CALCULATION OF AMOUNT PAYABLE

- 3.1 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.
- 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|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 Communicated and/or reproduced under this agreement 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 their 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:
- 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 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:
- 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).

9. 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;

APRA|AMCOS 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 embodied;

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, 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 right of Communication 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, and is available at www.apra-amcos.com.au.

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;
 - 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

- 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 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, 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 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

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

RECEIVED

PREMISES 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 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 on the Performance Date by any means whatsoever.

Amount Payable

The amount payable is*

\$

* subject to a minimum fee of \$55.00

THE RATES SET OUT ABOVE ARE CURRENT FROM 1 DECEMBER 2012 TO 30 NOVEMBER 2013

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

(EVENT)

PHONE

Date/s of Event

(PERFORMANCE DATE)

FAX

Name of Premises

Where performances are to occur

(PREMISES)

MOBILE

Address of Event

POSTCODE

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

GST EXCLUSIVE FEE

RECEIVED

DATE

AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED ABN 42 000 016 099

Address: 16 Mountain Street Ultimo NSW 2007 Mailing Address: Locked Bag 5000 Strawberry Hills NSW 2012
Tel: 02 9935 7900 Fax: 02 9935 7790 Email: licence@apra.com.au Web: www.apra-amcos.com.au

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:
- (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;
 - (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 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:

- (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.

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.

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 Licence Application

Concert Promoters

GCLB

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% (1.5% plus GST) of Gross Sums Paid for Admission x Music Use Percentage, subject to a minimum fee of \$55.00*.

The advance amount payable is

\$

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

Name of Applicant

«Client_name»

APPLICANT

Address of Applicant

«Client_address_1» «Address_2» «Address_3»

«Locality» «State»

«Postcode»

POST CODE

Applicant's ABN

EMAIL

Name of Concert/
Principal Artist

«Premises_name»

(CONCERT/PRINCIPAL ARTIST)

MOBILE

Date/s of Performance

«Licence_start» to «Licence_end»

(PERFORMANCE DATE)

PHONE

Name of Premises

Where performances are to occur

«Premises_address_1»

(PREMISES)

FAX

Signed by/on behalf
of the Applicant

SIGNATURE

DATE

PRINT NAME IN FULL

POSITION OF PERSON SIGNING

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

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

«Client_N

O»

LICENCE NO

TARIFF

GROSS SUMS PAID FOR ADMISSIONS

GST EXCLUSIVE FEE

RECEIVED

DATE

DP10

CWS

PROCESSED

APPROVED

DATE

RESOLVED

AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED
ABN 42 000 016 099

Address: 16 Mountain Street Ultimo NSW 2007
T: 1300 852 388 F: 02 9935 7790 E: licence@apra.com.au
W: www.apra-amcos.com.au

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 where each performance takes place;
 - 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 works 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;
 - 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. 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.

3. SUPPLY OF INFORMATION

- 3.1 The Applicant must, within 30 days after the last Concert, supply APRA with:
 - a) a statement of the Gross Sums Paid for Admission in accordance with clause 3.2;
 - b) 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
 - c) a statement in the form attached and in accordance with clause 3.3 of the musical works 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.
- 3.3 The statement of musical works referred to in clause 3.1(c) must state in relation to each work:
 - a) the names of the publisher and composer and the duration of the performance; and
 - b) 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) a Controlled Works Statement; and
 - b) an invoice stating the amount payable.

4. PAYMENT AND LATE PAYMENT

- 4.1 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 by 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.
- 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 the 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 the clause 4.1, the Applicant must pay the excess to APRA within 30 days after the date of the invoice.
- 4.5 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.
- 4.6 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.
- 4.7 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.

5. DISCOUNT FOR EARLY REPORTING AND PAYMENT

If the Applicant:

- a) complies with its obligations under the clause 3 within 14 days after the last Concert; and
 - b) 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 fee.

6. 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:
 - a) copyright subsists in the work; and
 - b) APRA controls the right of public performance for that work for Australia.
- 6.2 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:
 - a) immediately notifies APRA of any claim; and
 - b) permits APRA to conduct the defence, at APRA's cost, to the claim in the name of the Applicant.

7. 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.

8. AUDIT OR EXAMINATION

- 8.1 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 information in accordance with clause 3, 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 the clause 8.1(b).
- 8.3 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

- 9.1 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.

10. 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.

11. 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:

- (a) booking fees charged by unrelated third parties;
- (b) credit card charges; and
- (c) 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
- ((b) 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 Concerts.

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.

12. 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:
 - a) delivering it to the address of the party;
 - b) sending it 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.
- 13.2 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.

14. MISCELLANEOUS

- 14.1 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.
- 14.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- 14.3 This agreement may only be varied by the written agreement of the parties.
- 14.4 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.
- 14.5 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.

15. 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

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	PERFORMANCE DATE _____	STATE/TERRITORY _____
Location	LOCATION NAME AND ADDRESS _____	

Pursuant to the terms of the licence agreement between this company/firm and APRA we hereby advise APRA of the following box office figures for the event, for the purposes of calculating licence fees under our agreement.

GROSS BOX OFFICE RECEIPTS:

☐ Final reconciliation statements from ticketing agents are attached

\$

DEDUCTIONS: Booking Fees

\$

Credit Card Charges

\$

TOTAL (Less Deductions):

\$

Please indicate whether the above amounts include or exclude GST

☐ Includes GST ☐ Excludes GST

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

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.

AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED
ABN 42 000 016 099

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



APRA Licence Application

Live Performance

GCLN

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 at 2.2% of Gross Expenditure on Live Artist Performers, subject to a minimum fee of \$55.00*.

The advance amount payable is \$

*The rates set out above are current 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_address_1» «Address_2» «Address_3» «Locality» «State» «Postcode» POSTCODE	
Applicant's ABN		EMAIL
Name of Event	«Premises_name» (EVENT)	MOBILE
Date/s of Event	«Licence_start» to «Licence_end» (PERFORMANCE DATE)	PHONE
Name of Premises Where performances are to occur	«Premises_address_1» (PREMISES)	FAX
Address of Event	«Address_21» «Address_3» «Locality1» «State1» «Postcode 1» POSTCODE	
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 EXPENDITURE	GST EXCLUSIVE FEE	RECEIVED	DATE
PROCESSED	APPROVED	DATE	RESOLVED		

Licence Agreement – Live Performance

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;
 - (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 CALCULATION OF AMOUNT PAYABLE

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 14 days after the last Performance Date notify APRA of the Gross Expenditure on Live Artist Performers.
- 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, on request by APRA, supply APRA with details of all music performed at the Event in the form specified by APRA (Statement of Musical Works).

4 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.
- 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 3.1, 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 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.
- 4.7 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.

5 AUDIT OR EXAMINATION

- 5.1 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 information in accordance with clause 3.1, to obtain information required to be provided under that clause.
- 5.2 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 5.1(b).

6 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.

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 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 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.

9 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.

10 NOTICES

- 10.1 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.
- 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 .and

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.

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 return to: APRA Locked Bag 5000 Strawberry Hills NSW 2012 or Fax 02 9935 7790

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	

Pursuant to the terms of the licence agreement between this company/firm and APRA we hereby advise APRA of the Gross Expenditure on Live Artist Performers for the event, for the purposes of calculating licence fees under our agreement.

The following is the Gross Expenditure on Live Artist Performers exclusive of government taxes or other charges:

GROSS EXPENDITURE:

\$

(ex GST)

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.

**Signed by/on behalf
of the Applicant**

SIGNATURE

DATE

PRINT NAME IN FULL

POSITION OF PERSON SIGNING

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 is \$3.22 per person admitted to the Dance Party*, subject to a minimum fee of \$57.77.

The advance amount payable is

\$

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

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

Name of Applicant

APPLICANT

Address of Applicant

POSTCODE

Applicant's ABN

EMAIL

Name of Dance Party

(DANCE PARTY)

MOBILE

Date/s of Dance Party

(PERFORMANCE DATE)

PHONE

Name of Premises

Where Dance Party is to be held

(PREMISES)

FAX

Address of Dance Party

POSTCODE

Signed by/on behalf
of the Applicant

SIGNATURE

DATE

PRINT NAME IN FULL

POSITION OF PERSON SIGNING

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

**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

DP10

PROCESSED

APPROVED

DATE

RESOLVED

Licence Agreement - Dance Party

1 SCOPE OF LICENCE

- 1.1 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.
- 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;
 - (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 CALCULATION OF AMOUNT PAYABLE

- (a) Subject to clause 5, 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 Dance Party notify APRA of:
- a) the number of persons admitted to the Dance Party; and
 - (b) 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 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.

4 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.
- 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 3.1, 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 30 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 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.
- 4.7 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.

5 DISCOUNT FOR EARLY REPORTING AND PAYMENT

If the Applicant:

- (a) complies with its obligations under clause 3 within 14 days after the Dance Party; and
- (b) 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 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.

7 AUDIT OR EXAMINATION

- 7.1 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 information in accordance with clause 3, to obtain information required to be provided under that clause.
- 7.2 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 7.1(b).

8 CONFIDENTIALITY

- 8.1 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
- 8.2 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:

- (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.

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.

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 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;
- (c) Is not an event for underage persons (such as a "blue light" disco); and
- (d) Is not an event organised by a church or school or other like body

Nightclub means a licensed venue that:

- (a) Is used for providing music for dancing; and
- (b) Uses recorded APRA Works as the primary form of music for dancing; and
- (c) 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;
 - 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 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.

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

- 12.1 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.

- 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.

12 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.
- 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.

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.

Rates

Whichever is the greater of:

- 1.859% of Gross Sums Paid for Admission (1.69% plus GST);
- 15 cents per person admitted to the Featured Music Event (13.64 cents plus GST), subject to a minimum fee of \$55.00*.

The advance amount payable is \$

*The rates set out above are current from 1 March 2013 to 28 February 2014

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

Name of Applicant

APPLICANT

Address of Applicant

POSTCODE

Applicant's ABN

EMAIL

Name of Featured Music Event

(FEATURED MUSIC EVENT)

MOBILE

Date/s of Featured Music Event

(PERFORMANCE DATE)

PHONE

Name of Premises

Where Featured Music Event is to be held

(PREMISES)

FAX

Address of Featured Music Event

POSTCODE

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

«Client_No»

LICENCE NO

TARIFF

GROSS SUMS PAID FOR ADMISSIONS

GST EXCLUSIVE FEE

RECEIVED

DATE

DP10

PROCESSED

APPROVED

DATE

RESOLVED

Licence Agreement - Featured Music 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;
 - (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 CALCULATION OF AMOUNT PAYABLE

- (a) Subject to clause 5, 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 Featured Music Event:
- (a) notify APRA of:
 - (i) the Gross Sums Paid for Admission; and
 - (ii) the number of persons admitted to the Featured Music Event; and
 - (b) 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.
- 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 Featured Music Event, supply APRA with details of all music performed at the Featured Music Event in the form attached.

4 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.
- 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 3.1, 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 30 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 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.
- 4.7 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.

5 DISCOUNT FOR EARLY REPORTING AND PAYMENT

If the Applicant:

- (a) complies with its obligations under clause 3 within 14 days after the Featured Music Event; and
- (b) 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 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.

7 AUDIT OR EXAMINATION

- 7.1 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 information in accordance with clause 3, to obtain information required to be provided under that clause.

- 7.2 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 7.1(b).

8 CONFIDENTIALITY

- 8.1 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
- 8.2 APRA may disclose the information to its auditors and other professional advisers.

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 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:

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;
- (b) credit card charges; and
- (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.

11 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.

12 NOTICES

- 12.1 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.
- 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

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 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	PERFORMANCE DATE _____	STATE/TERRITORY _____
Location	LOCATION NAME AND ADDRESS _____	

Pursuant to the terms of the licence agreement between this company/firm and APRA we hereby advise APRA of the following box office figures for the event, for the purposes of calculating licence fees under our agreement.

GROSS BOX OFFICE RECEIPTS:

☐ Final reconciliation statements from ticketing agents are attached

\$

DEDUCTIONS: Booking Fees

\$

Credit Card Charges

\$

TOTAL (Less Deductions):

\$

Please indicate whether the above amounts include or exclude GST

☐

Includes GST

☐

Excludes GST

TOTAL NO. OF PERSONS ATTENDED:

(Featured Music Events only)

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

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

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.

Rates

The amount payable is calculated at 1.859% of Gross Sums Paid for Admission less Food and Drink Expenses (up to 40% of Gross Sums Paid for Admission), subject to a minimum fee of \$55.00*.

The advance amount payable is

\$

*The rates set out above are current 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_address_1» «Address_2» «Address_3»

«Locality» «State»

«Postcode»

POSTCODE

Applicant's ABN

EMAIL

Name of Function

«Premises_name»

(FUNCTION)

MOBILE

Date/s of Function

«Licence_start» to «Licence_end»

(PERFORMANCE DATE)

PHONE

Name of Premises

Where performances are to occur

«Premises_address_1»

(PREMISES)

FAX

Address of Function

«Address_21» «Address_31»

«Locality1» «State1»

«Postcode 1»

POSTCODE

How many people are expected to attend the Function?

Will there be any performances by live artists at the Function?

YES

NO

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

«Client_No»

LICENCE NO

TARIFF

GROSS SUMS PAID FOR ADMISSIONS

GST EXCLUSIVE FEE

RECEIVED

DATE

DP10

PROCESSED

APPROVED

DATE

RESOLVED

Licence Agreement – Catered Entertainment

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;
 - (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 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.

3 SUPPLY OF INFORMATION

- 3.1 The Applicant must within 30 days after the Function:
- (a) notify APRA of:
 - (i) the Gross Sums Paid for Admission; and
 - (ii) 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:
 - (i) music performed by live artists; and
 - (ii) recorded music used to accompany dancing, in the form attached.
- 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, on request by APRA, supply APRA with copies of all documents necessary to verify:
- (a) the Gross Sums Paid for Admission; and
 - (b) the Food and Drink Expenses, including statements from the operator of the Premises and ticket selling agencies.

4 PAYMENT AND LATE PAYMENT

- 4.1 Before the Function, 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 3.1, 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 30 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 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.

5 DISCOUNT FOR EARLY REPORTING AND PAYMENT

If the Applicant:

- (a) complies with its obligations under clause 3 within 14 days after the Function; and
- (b) 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 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.

7 AUDIT OR EXAMINATION

- 7.1 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 information in accordance with clause 3, to obtain information required to be provided under that clause.

- 7.2 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 7.1(b).

8 CONFIDENTIALITY

- 8.1 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.
- 8.2 APRA may disclose the information to its auditors and other professional advisers.

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 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:

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:

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

Works within APRA's repertoire means all musical works, including any works 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.

11 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.

12 NOTICES

- 12.1 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.
- 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

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 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	_____	STATE/TERRITORY	_____
	PERFORMANCE DATE		
Location	_____		
	LOCATION NAME AND ADDRESS		

Pursuant to the terms of the licence agreement between this company/firm and APRA we hereby advise APRA of the following box office figures for the event, for the purposes of calculating licence fees under our agreement.

GROSS BOX OFFICE RECEIPTS:

☐ Final reconciliation statements from ticketing agents are attached

\$

FOOD AND DRINK EXPENSES:

(Please attach documentation verifying food and drink expenses)

\$

DEDUCTIONS: Booking Fees

\$

Credit Card Charges

\$

TOTAL (Less Deductions):

\$

Please indicate whether the above amounts include or exclude GST

☐ Includes GST ☐ Excludes GST

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

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 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.

Rates

The amount payable is calculated at 1.2375% of Gross Sums Paid for Admission subject to a minimum fee of \$55.00*.

The advance amount payable is

\$

*The rates set out above are current 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_address__1» «Address_2» «Address_3»

«Locality» «State»

«Postcode

»

POSTCODE

Applicant's ABN

EMAIL

Name of Festival

«Premises_name»

(FESTIVAL)

MOBILE

Date/s of Festival

«Licence_start» to «Licence_end»

(PERFORMANCE DATE)

PHONE

Name of Location

Where performances are to occur

«Premises_address_1»

(LOCATION)

«Fax»

FAX

Address of Festival

«Address_21» «Address_31»

«Locality1» «State1»

«Postcode

1»

POSTCODE

**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

«Client_No

»

LICENCE NO

TARIFF

GROSS SUMS PAID FOR ADMISSIONS

GST EXCLUSIVE FEE

RECEIVED

DATE

DP10

PROCESSED

APPROVED

DATE

RESOLVED

AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED
ABN 42 000 016 099

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

Licence Agreement - Festival

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 Location;
 - (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;
 - (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 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.

3 SUPPLY OF INFORMATION

- 3.1 The Applicant must, within 30 days after the last Performance Date, supply APRA with:
 - (a) a statement of the Gross Sums Paid for Admission in accordance with clause 3.2;
 - (b) 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
 - (c) a statement in the form attached and in accordance with clause 3.3 of the musical works performed at the Festival.
- 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 statement of musical works referred to in clause 3.1(c) must state in relation to each work:
 - (a) the names of the publisher and composer and the duration of the performance; and
 - (b) whether the performance was vocal or not.

4 PAYMENT AND LATE PAYMENT

- 4.1 Before the Festival, 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 3.1, 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 30 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 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.
- 4.7 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.

5 DISCOUNT FOR EARLY REPORTING AND PAYMENT

If the Applicant:

- (a) complies with its obligations under clause 3 within 14 days after the last Performance Date; and
 - (b) 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 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.

7 AUDIT OR EXAMINATION

- 7.1 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 information in accordance with clause 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:
 - (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 7.1(b).

8 CONFIDENTIALITY

- 8.1 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
- 8.2 APRA may disclose the information to its auditors and other professional advisers.

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;
- (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:

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.

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.

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 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.

12 NOTICES

- 12.1 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.
- 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

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 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	PERFORMANCE DATE _____	STATE/TERRITORY _____
Location	LOCATION NAME AND ADDRESS _____	

Pursuant to the terms of the licence agreement between this company/firm and APRA we hereby advise APRA of the following box office figures for the event, for the purposes of calculating licence fees under our agreement.

GROSS BOX OFFICE RECEIPTS:

☐ Final reconciliation statements from ticketing agents are attached

\$	_____
----	-------

DEDUCTIONS: Booking Fees

\$	_____
----	-------

Credit Card Charges

\$	_____
----	-------

TOTAL (Less Deductions):

\$	_____
----	-------

Please indicate whether the above amounts include or exclude GST

☐ Includes GST ☐ Excludes GST

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

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)

GCSF

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 Works within APRA's repertoire by any means whatsoever at the Function.

Rates

The amount payable is calculated at 1.65% of Gross Sums Paid for Admissions x Music Use Percentage, subject to a minimum fee of \$55.00*.

The advance amount payable is

\$

*The rates set out above are current 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_address__1» «Address_2» «Address_3»

«Locality» «State»

«Postcode»

POSTCODE

Applicant's ABN

EMAIL

Name of Function

«Premises_name»

(FUNCTION)

MOBILE

(a) To be held at

«Premises_address_1»

PREMISES

PHONE

On the

«Licence_start» to «Licence_end»

(PERFORMANCE DATE)

FAX

(b) To be held at

PREMISES

On the

(PERFORMANCE DATE)

(c) To be held at

PREMISES

On the

(PERFORMANCE DATE)

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

«Client_No»

LICENCE NO

TARIFF

GROSS SUMS PAID FOR ADMISSIONS

GST EXCLUSIVE FEE

RECEIVED

DATE

DP10

CWS

PROCESSED

APPROVED

DATE

RESOLVED

Licence Agreement – Special Purpose Featured Music

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;
- (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 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.

3 SUPPLY OF INFORMATION

3.1 The Applicant must, within 30 days after the Function, supply APRA with:

- (a) a statement of the Gross Sums Paid for Admission in accordance with clause 3.2;
- (b) 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
- (c) a statement in the form attached and in accordance with clause 3.3 of the musical 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
 - (ii) the time referred to on the tickets sold for the Function.

3.2 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.

3.3 The statement of musical works referred to in clause 3.1(c) must state in relation to each work:

- (a) the names of the publisher and composer and the duration of the performance; and
- (b) 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) a Controlled Works Statement; and
- (b) an invoice stating the amount payable.

4 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.

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 30 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 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.

4.7 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.

5 DISCOUNT FOR EARLY REPORTING AND PAYMENT

If the Applicant:

- (a) complies with its obligations under the clause 3 within 14 days after the Function; and
- (b) 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 fee.

6 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:

- (a) copyright subsists in the work; and
- (b) APRA controls the right of public performance for that work for Australia.

6.2 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:

- (a) immediately notifies APRA of any claim; and
- (b) permits APRA to conduct the defence to the claim in the name of the Applicant.

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 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 information in accordance with clause 3, 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).

8.3 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

9.1 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.

10 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.

11 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.

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:

- (a) booking fees charged by unrelated third parties;
- (b) credit card charges; and
- (c) 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.

12 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 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.

13.2 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

14 MISCELLANEOUS

14.1 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.

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

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

14.4 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.

14.5 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.

15 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 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	_____	STATE/TERRITORY	_____
	PERFORMANCE DATE		
Location	_____		
	LOCATION NAME AND ADDRESS		

Pursuant to the terms of the licence agreement between this company/firm and APRA we hereby advise APRA of the following box office figures for the event, for the purposes of calculating licence fees under our agreement.

GROSS BOX OFFICE RECEIPTS:
☐ Final reconciliation statements from ticketing agents are attached

\$

DEDUCTIONS: Booking Fees

\$

Credit Card Charges

\$

TOTAL (Less Deductions):

\$

Please indicate whether the above amounts include or exclude GST

☐ Includes GST ☐ Excludes GST

**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

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

Where performances are to occur

(PREMISES)

FAX

Address of Event

POSTCODE

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

DATE

RESOLVED

AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED
ABN 42 000 016 099

A: 16 Mountain St Ultimo NSW 2007 T: 02 9935 7900 Fax: 02 9935 7790
E: licence@apra.com.au W: www.apra-amcos.com.au

Licence Agreement – Film Festival

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;
 - (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 CALCULATION OF AMOUNT PAYABLE

- 2.1 The Applicant must pay APRA the amount calculated in accordance with the formula specified on the front of this agreement.
- 2.2 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.

3 SUPPLY OF INFORMATION

- 3.1 The Applicant must within 30 days after the last film screening of the Festival, supply APRA with:
 - (a) a statement of the Gross Box Office Receipts for the Festival in accordance with clause 3.2;
 - (b) a list of:
 - (i) all films screened;
 - (ii) and the number of times each Film was screened, during the Festival.
- 3.2 The statement of Gross Box Office Receipts 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 APRA must notify the Applicant of any Film that the Applicant screens or proposes to screen and of which APRA is aware contains musical works which are not Works within APRA's repertoire.

4 PAYMENT

- 4.1 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.
- 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 3.1, 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 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.

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 information in accordance with clause 3.1, 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 APRA may disclose the information to its auditors and other professional advisers.

- 7.2 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

8 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:

- (a) immediately notifies APRA of the claim; and
- (b) permits APRA to conduct the defence to the claim in the name of the Applicant.

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 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.

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:

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

11 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.

12 NOTICES

- 12.1 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.
- 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 .and

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

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 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 Film Festival Schedule

Please complete and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or Fax 02 9935 7790.

Name of Event

FESTIVAL

STATE/TERRITORY

Entertainments

(a) To be held at

On the
PERFORMANCE DATE

(b) To be held at

On the
PERFORMANCE DATE

(c) To be held at

On the
PERFORMANCE DATE

(d) To be held at

On the
PERFORMANCE DATE

(e) To be held at

On the
PERFORMANCE DATE

(f) To be held at

On the
PERFORMANCE DATE

(g) To be held at

On the
PERFORMANCE DATE

(h) To be held at

On the
PERFORMANCE DATE

(i) To be held at

On the
PERFORMANCE DATE

(j) To be held at

On the
PERFORMANCE DATE

SIGNED
AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED

SIGNED
LICENSEE



APRA Gross Box Office 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	PERFORMANCE DATE _____	STATE/TERRITORY _____
Location	LOCATION NAME AND ADDRESS _____	

Pursuant to the terms of the licence agreement between this company/firm and APRA we hereby advise APRA of the following box office figures for the event, for the purposes of calculating licence fees under our agreement.

GROSS BOX OFFICE RECEIPTS:

☐ Final reconciliation statements from ticketing agents are attached

\$

DEDUCTIONS: Booking Fees

\$

Credit Card Charges

\$

TOTAL (Less Deductions):

\$

Please indicate whether the above amounts include or exclude GST

☐ Includes GST ☐ Excludes GST

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

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

GCSE

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, whether live or by the use of recorded music, at the Event.

Rates

The amount payable is calculated at whichever is the greater of:

- 2.2% of Gross Expenditure on Live Artist Performers plus \$55.00 per day for Mechanical Device use; OR
- 4.4 cents per person admitted to each day of the Event,

subject in either instance to a minimum fee of \$55.00*.

The advance amount payable is

\$

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

AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF GST.

Name of Applicant

APPLICANT

Address of Applicant

POSTCODE

Applicant's ABN

EMAIL

Name of Event

(EVENT)

MOBILE

(a) To be held at

PREMISES

PHONE

On the

(PERFORMANCE DATE)

FAX

(b) To be held at

PREMISES

On the

(PERFORMANCE DATE)

(c) To be held at

PREMISES

On the

(PERFORMANCE DATE)

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

ATTENDANCE / EXPENDITURE

GST EXCLUSIVE FEE

RECEIVED

DATE

PROCESSED

APPROVED

DATE

RESOLVED

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;
 - (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) 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);
 - (i) the performance of any sound recording (this permission is obtained from the Phonographic Performance Company of Australia Limited); or
 - (j) 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:
- (a) 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:

- (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.

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.
- 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.
- 12.4 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 of
APRA by its duly
authorised officer

SIGNATURE

DATE

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	PERFORMANCE DATE _____	STATE/TERRITORY _____
Location	LOCATION NAME AND ADDRESS _____	

Pursuant to the terms of the licence agreement between this company/firm and APRA we hereby advise APRA of the following Gross Expenditure of Live Artist Performers and attendance figures for the event, for the purposes of calculating licence fees under our agreement.

GROSS EXPENDITURE:

\$

TOTAL NO. OF PERSONS ATTENDED:

☐ Please email the invoice to _____
EMAIL 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