

AMCOS / ARIA DANCE SCHOOL LICENCE APPLICATION

1 JANUARY 2012 TO 31 DECEMBER 2012



If you require assistance completing this application, please contact Non-Retail Licensing in the Recorded Music Services Department APRA|AMCOS
Tel: 02 9935 7900 Fax: 02 9935 7963 Email: nonretlic@apra.com.au This Application will only constitute a Licence Agreement when the Applicant receives notification from AMCOS. AMCOS and ARIA may refuse to grant a licence where the information contained in the Application is incorrect.

APPLICANT DETAILS

Name of Applicant _____
Name of Dance School _____
Business Name (if applicable) _____
Postal Address _____
Dance School Address _____
ABN _____
Telephone _____
Mobile _____ Fax _____
Email _____

If you are filling out the form digitally - please type the words "Signed by me" followed by your full name in the Signature field below. For example: Signed by me, Jane Smith.

SIGNATURE

DATE

NAME OF PERSON SIGNING (BLOCK LETTERS)

POSITION (BLOCK LETTERS)

The Applicant applies for a non-exclusive licence from AMCOS and ARIA to reproduce AMCOS Works (see over) and ARIA Sound Recordings (see over) into:

1. Audio recordings; and
2. Video recordings of dance school concert events,

Subject to the following terms:

1. This agreement is not available for rehearsal, dance/music theatre groups (amateur or professional) or social dance organisations.
2. This agreement enables dance schools to provide a simple and efficient means to legitimately make audio and video recordings of AMCOS Works and ARIA Sound Recordings in the course of the school's activities.
3. The repertoires of both AMCOS and ARIA are vast. Whilst it is not feasible to provide a list of all AMCOS Works and ARIA Sound Recordings, schedules are available which list:
 - a) music publishers and international societies whose repertoires are represented by AMCOS; and
 - b) record labels and their controlling companies whose repertoires are represented by ARIA.These schedules may be obtained by contacting AMCOS or ARIA. They do not form part of this agreement.
4. The fee charged for this agreement takes into account that a number of activities involving the reproduction and synchronisation of AMCOS Musical Works and ARIA Sound Recordings are collectively licensed subject to the terms on the back of this application.

LICENCE FEE

The 2012 Licence Fee is determined according to the number of students enrolled during 2012, subject to a minimum fee of \$73.15 (inc. GST). The first payment will be determined by reference to the number of students at the date of application.

Please calculate your first payment as follows:

1. x = \$
Number of Students as at Date of Application Per Student Rate (inc GST) Total Amount (inc GST)

OR

2. Minimum Fee = **\$73.15**

Send your cheque for the **HIGHEST total amount** from above (payable to "AMCOS") with this application to: Non-Retail Licensing, Recorded Music Services, APRA|AMCOS Locked Bag 5000 Strawberry Hills NSW 2012

AUSTRALASIAN MECHANICAL COPYRIGHT OWNERS SOCIETY LIMITED

A.B.N. 78 001 678 851
16 Mountain Street, Ultimo, New South Wales (AMCOS)

AUSTRALIAN RECORDING INDUSTRY ASSOCIATION LIMITED

A.B.N. 72 002 692 944
PO Box Q20, Queen Victoria Building, NSW 1230 (ARIA)

TERMS & CONDITIONS

BACKGROUND

This Agreement governs the grant of the licence to the Applicant from AMCOS and ARIA to reproduce audio recordings and video recordings.

AGREEMENTS

DEFINITIONS

- AMCOS Works** means all musical works and associated lyrics for which AMCOS has the authority to grant the licence in this agreement.
- ARIA Sound Recordings** means all sound recordings in respect of which ARIA has the authority to grant the licence in this agreement.
- Dance School Concert Event** means a performance of a dramatic work (which includes a choreographic show) in association with music by the Applicant's students in an event authorised by the Applicant **but does NOT** include any staged event (such as a musical, ballet or opera) where a licence for public performance must be granted by the music publisher either directly or under an agency agreement with APRA. Permission for recording of such events must be obtained directly from the music publisher or music publisher's agent who owns or controls the right to perform that staged event.
- Initial Period** means the period from the date of application to 31 December of that same year.

GRANT OF RIGHTS

Subject to this Agreement, AMCOS and ARIA grant a non-exclusive licence to reproduce AMCOS Works and ARIA Sound Recordings into audio recordings and video recordings.

RESTRICTION ON GRANT - AUDIO RECORDINGS

The Applicant may only make audio recordings of AMCOS Works and ARIA Sound Recordings for the purposes of:

- teaching dance and enabling students to practise routines at home;
 - public performance under the Dance School banner at eisteddfods, talent quests, dance competitions, charitable functions and school concerts.
- In making audio recordings the Applicant may edit, and vary the speed and combination of AMCOS Works and ARIA Sound Recordings.
 - This licence does **NOT** include the right to publicly perform the work or sound recording. A licence for the public performance of AMCOS Works can be obtained from Australasian Performing Right Association (**APRA**) and a licence for the public performance of the ARIA Sound Recordings from the Phonographic Performance Company of Australia (**PPCA**).
 - The Applicant may only supply audio recordings (either for no charge or at cost) to students for private domestic use only. Every audio recording must display the following notice: "This audio cd is for private domestic use only. No further reproductions may be made without the prior permission of AMCOS & ARIA".

RESTRICTION ON GRANT - VIDEO RECORDINGS

- The Applicant may **only** make video recordings of a **Dance School Concert Event**.
- The Applicant must not make more than 75 video recordings in a calendar year (including total copies of any one video recording).
- The Applicant may only supply video recordings (either for no charge or at cost) to students who appear in the video and to their families for private domestic viewing only. Every video recording must display the following notice:
"This video is for private domestic viewing only. No further reproductions may be made without the prior permission of AMCOS & ARIA".
- The Applicant must not include on any video recording any advertising or promotional material or any other matter intended to encourage the purchase, use or support of particular goods or services.

LICENCE FEE

- The licence fee is determined by the total number of students enrolled with the Applicant for the licence year.
- The Applicant must pay AMCOS the Licence Fee as follows:
 - in the Initial Period, with the Application, an amount equal to the Rate for every student enrolled with the Applicant at the date of the application, subject to the Minimum Fee ; and
 - in each subsequent year that the agreement is in force, by 28 February of that licence year:
 - an amount equal to the Rate for every student enrolled with the school at 15 February of that year; and
 - an amount equal to the Rate for every additional student enrolled between 15 February of the previous year (or the date of application if the previous year was the licensee's first year as an AMCOS/ARIA Dance School Licensee) and 31 December of that same year, subject to the Minimum Fee.
- The Applicant must pay all stamp duties and taxes including without limitation goods and services tax arising as a result, or in consequence, of this agreement.

RATE

- The Rate and Minimum Fee for the **Initial Period** is as set out on the front of this licence.
- The Rate and Minimum Fee for each subsequent year of the agreement may be increased by notice in writing to the Applicant.

RECORDS

- The Applicant must maintain records of:
 - all enrolled students;
 - the total number of copies of video recordings made and the date on which the recordings were made; and
 - reproductions made by the Applicant of AMCOS Works and ARIA Sound Recordings, including song titles, the composer, the artist and the title of the audio recording from which the song was copied.

The Applicant must provide a copy of its records to AMCOS on request.

TERM & TERMINATION

- The licence is for the Initial Period.
- After the Initial Period the agreement will continue for successive periods of one year until terminated in accordance with this agreement.
- Either party may terminate this agreement by giving one month's written notice to the other.
- AMCOS may terminate this agreement immediately by written notice to the Applicant if the Applicant:
 - commits a breach of any term of this agreement and, fails to remedy the breach within 7 days after being required to do so in writing by 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.
- On termination the Applicant must:
 - immediately stop reproducing the AMCOS Works and ARIA Sound Recordings and using any audio and video recordings containing any AMCOS Works and ARIA Sound Recordings; and
 - within 7 days of termination, pay AMCOS an amount equal to the Rate for each student enrolled between the date of the application or, if a subsequent year, 15 February of that year and the date of termination; andany other monies owing by the Applicant to AMCOS.

NO ASSIGNMENT

This agreement must not be assigned by the Applicant without the prior written consent of AMCOS and ARIA.