



2011-2012 AMCOS - ARIA Domestic Use Video Licence Application – Single Event



If you require assistance completing this application, please contact Recorded Music Services, Non Retail Licensing- T: (02) 9935 7900 F: (02) 9935 7963 E: nonretlic@apra.com.au

Please note: This Application may only be used for applications submitted between 1 July 2011 - 30 June 2012. Completed Applications should be returned to: Locked Bag 5000, Strawberry Hills NSW 2012.

BACKGROUND:

- A. AMCOS controls in Australia the right to reproduce a large number of musical works.
- B. ARIA controls in Australia the right to reproduce sound recordings owned or controlled by its licensors for certain purposes.
- C. The Licensee is in the business of making videos and wishes to reproduce AMCOS Works and ARIA Recordings into videos, and to manufacture copies, for the Purpose and has a Licence from AMCOS and ARIA to do so.
- D. AMCOS and ARIA have agreed to grant a licence to reproduce the AMCOS Works and ARIA Recordings respectively, on the terms contained in the Licensees agreement.

TOP-UP LICENCE FOR AN ANNUAL DOMESTIC USE VIDEO LICENCE (IF APPLICABLE)

If you have an Annual Domestic Use Video Licence and are using this application to supplement licensing requirements for a particular production, please enter your licence number in the box provided. You will be charged \$5.93 for each Video copy over the limit of your existing annual licence scheme (20 for Standard, or 30 for Standard Plus agreement).

Annual licence number (if applicable)

SPECIAL EVENT VIDEO LICENCE FEES - 2011/2012

*See overleaf for easy fee calculation table

Total Number of Copies	Assessment of Licence Fee	Calculation of Amount Payable
	1 to 5 = \$56.24	\$
	6 to 20 = \$56.24 (for 1 to 5 copies) + \$6.64 for each extra copy thereafter	\$
	21 + = \$155.86 (for the first 20 copies) + \$5.58 for each extra copy thereafter	\$
Total Amount payable to AMCOS		\$

EVENT TYPE - Please indicate the category that most closely describes the event being recorded			
<input type="checkbox"/>	Wedding	<input type="checkbox"/>	Birth or Christening
<input type="checkbox"/>	Birthday Party	<input type="checkbox"/>	Sporting Event
<input type="checkbox"/>	Personal holiday or events or tours	<input type="checkbox"/>	Funerals or pre-recorded wills
<input type="checkbox"/>	Transfer of home movies or photographs onto video	<input type="checkbox"/>	School event or function

NOTES TO THE APPLICATION:

AMCOS issues this licence on behalf of itself and ARIA. Upon receipt of this licence application together with your payment for the full and correct amount, you will be granted a licence to reproduce musical works controlled by AMCOS and sound recordings controlled by ARIA in a video recording of individuals involved in an event where the recipients of the video recording are the individuals of whom the video recording was made - for their private and domestic viewing only.

YOUR SIGNATURE ON THIS LICENCE APPLICATION IS YOUR UNDERTAKING TO:

- (a) be bound by the restrictions listed on the front page of this application; and
- (b) pay any stamp duties and taxes, including any goods and services tax, payable in connection with this licence.

Your receipt of the executed licence does not protect you from any action taken by a copyright owner should you operate outside those restrictions.

Name of Applicant

COMPANY/PARTNERSHIP/SOLE TRADER

Business Name
(if applicable)

BUSINESS NAME

ABN

Name and Date of Event
(e.g. Smith Wedding)

NAME OF EVENT

DATE

Business Phone

() _____
PHONE

MOBILE

Business Address

ADDRESS

STATE

POSTCODE

Street Address

ADDRESS

STATE

POSTCODE

Email Address

EMAIL ADDRESS

Signed by Applicant

SIGNATURE

DATE

PRINT NAME IN FULL

POSITION

1. DEFINITIONS

AMCOS Works means musical and associated literary works controlled by AMCOS, excluding production music works;

ARIA Recordings means a sound recording in which the copyright is owned or controlled by ARIA's licensors, and which has been released on a label by such ARIA licensors as published on the ARIA website from time to time at www.aria.com.au/pages/documents/sound_recording_label_list.pdf

Authorised Videos means a Video made by the Licensee of any of the following private functions or private activities:

- (a) weddings;
- (b) birthday parties
- (c) transfer of home movies or photographs onto video;
- (d) personal holiday events or tours;
- (e) births;
- (f) funerals or pre-recorded wills;
- (g) school event or function; and
- (h) any other event or activity where the video is being made of and for private individuals for private home viewing, and not including corporate, training or educational videos and any video made for sale to the general public.

GST means goods and services tax under A New Tax System (Goods and Services Tax) Act 1999;

Licence Fee means the fee calculated in accordance with the Licence Fee Table and is inclusive of GST;

Purpose means the private or domestic use of the client of the Licensee for whom the Authorised Video was made, subject to the restrictions set out in clause 3; and

Video means an audio-visual recording made onto VHS, DVC, VCD, DVD or CD-Rom formats.

2. LICENCE

Subject to the terms contained in the Licensee's agreement, AMCOS and ARIA have granted the Licensee a non-exclusive licence to reproduce AMCOS Works and ARIA Recordings into the soundtracks of Authorised Videos.

3. RESTRICTIONS AND EXCLUSIONS

- 3.1 The grant under clause 2 is subject to the Licensee:
- (a) paying the Licence Fees in accordance with the Licensee's agreement;
 - (b) distributing and selling Authorised Videos only for the Purpose;
 - (c) ensuring that the Authorised Video contains no advertising or promotional material or any material designed to encourage the purchase, use or support of particular goods or services; or
 - (d) only supplying recordings of the Authorised Videos to the individuals of whom the video is made for their private domestic viewing only;
- 3.2 grant under clause 2 does not include:
- (a) the right to record a staged event (including a play, ballet or opera) where the right to perform the musical works in public was not controlled by APRA; or
 - (b) the right to record a staged event (including a play, ballet or opera) where the right to perform the sound recordings in public was not controlled by ARIA; or
 - (c) the right to perform (including by way of exhibition or screening) an Authorised Video in public.

4. LICENCE FEES

- 4.1 The Applicant must calculate and pay the Licence Fee to AMCOS on submission of the Application;
- 4.2 AMCOS must issue a tax invoice to the Applicant for Licence Fees payable within 14 days of receipt of the licence application.
- 4.3 The Licensee must pay any amount owing under a tax invoice issued under this agreement, within 14 days after the date of the tax invoice.
- 4.4 AMCOS must account to ARIA for its share of the Licence Fee as agreed between AMCOS and ARIA.

5. MISCELLANEOUS

- 5.1 The Licensee must pay any GST arising from the provision of services under the Licensee's agreement.
- 5.2 Each video production supplied must display the following notice: "This video is for private domestic viewing only. No further reproductions may be made without the permission of AMCOS and ARIA."

EASY FEE CALCULATION TABLE

Number of Copies	Amount Payable	Number of Copies	Amount Payable
1 to 5	\$56.25	18	\$142.63
6	\$62.90	19	\$149.27
7	\$69.54	20	\$155.91
8	\$76.19	21	\$161.44
9	\$82.83	22	\$167.01
10	\$89.47	23	\$172.59
11	\$96.12	24	\$178.17
12	\$102.76	25	\$183.74
13	\$109.41	30	\$211.63
14	\$116.05	35	\$239.51
15	\$122.69	40	\$267.40
16	\$129.34	45	\$295.28
17	\$135.98	50	\$323.17