

APRA Licence Application

BACKGROUND MUSIC - RETAIL & GENERAL



As approved by the Copyright Tribunal pursuant to s154 Copyright Act 1968

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

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

- Where multiple locations are to be covered under this application, a schedule must be attached providing the relevant details of each location.
- Annual rates set out for Background Music are current from 1 January 2010 to 31 December 2010.
- AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST

		Size (m2)						Licensed Area (m2)	Total \$
		up to 150	150-499	500-999	1000-1999	2000-4999	+1000m2		
Tier 1	1 device - radio/TV	\$66.88	\$78.03	\$111.47	\$167.21	\$312.13	\$111.47		
Tier 2	1 device - CD/DVD/Video	\$111.47	\$133.77	\$200.65	\$334.42	\$557.37	\$133.77		
Tier 3	1-4 devices and/or multi-channel device of up to 4 streams and/or jukebox	\$178.35	\$256.39	\$379.02	\$579.67	\$947.54	\$178.35		
Tier 4	5 or more devices and/or multi-channel device of 5 or more streams and/or jukebox	\$334.42	\$501.63	\$735.74	\$1,114.75	\$1,783.60	\$334.42		
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.

THIS SECTION MUST BE COMPLETED AND SIGNED

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.

Name of Applicant COMPANY / PARTNERSHIP / SOLE TRADER _____ (APPLICANT)

Name of Business _____

Address (PREMISES) _____
 ADDRESS _____
 _____ POSTCODE _____

Address for Correspondence ADDRESS _____ EMAIL _____
 _____ POSTCODE _____ MOBILE _____

Applicant's ABN _____ **Applicant's ACN** _____
 _____ PHONE _____

Date on which music usage commenced _____ FAX _____

Signed by/on behalf of the Applicant SIGNATURE _____ DATE _____
 PRINT NAME IN FULL _____ POSITION OF PERSON SIGNING _____

This application form 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. _____ GST EXCLUSIVE FEE _____ RECEIVED _____ PREMISES TYPE CODE _____ DATE _____

1. SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.2 The licence in clause 1.1 does not include or authorise:
- the public reception of any performance beyond the precincts of the Premises;
 - 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.

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:
- 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
 - 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's invoice under clause 5.
- 3.2 From 1 January 2010 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

- 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. 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.

6. TERMINATION

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

- fails to pay any sum when due under this agreement within 14 days after the due date;
- breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- being a corporation, goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration; or
- being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

7. 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 (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'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

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

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 for Australia.

8. 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.

9. NOTICES

- 9.1 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.
- 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 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'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 within 14 days after the date of an invoice issued by APRA 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 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 _____ / _____ / _____