

APRA 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 apply for a licence from APRA which, subject to the terms set out on this and the accompanying pages, authorises the performance in public of Works within APRA'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 2011 to 30 November 2012. Where multiple locations are covered under this application, a schedule must be attached providing the relevant details of each location.

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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 2011 - 30 Nov 2012 & 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)		\$183.24		
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)		\$118.57		
TV (BHT)** (TVs used to show video/DVD, free to air TV, and/or subscription TV)		\$118.57		
AUDIO JUKEBOX (BHJ)		\$269.48		
VIDEO JUKEBOX (BHV) (Includes video/DVD jukeboxes)		\$377.27		
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)		\$377.27		
For dedicated restaurant/dining room/café areas with discrete sound source	Dining Area (m ²)	Qty (units)	1 Dec 2011 - 30 Nov 2012 & thereafter*	
BACKGROUND MUSIC	(BHB1) less than 300m ²		\$124.42	
	(BHB2) 300m ² and above		\$248.84	
RADIO	(BHR1) less than 300m ²		\$99.55	
	(BHR2) 300m ² and above		\$124.42	
TV**	(BHT1) less than 300m ²		\$99.55	
	(BHT2) 300m ² and above		\$124.42	
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 \$142.26, up to 1,000 \$237.09, and \$94.84 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	\$141.99		\$35.50		
6-10 lines	\$224.20		\$56.05		
11-25 lines	\$388.63		\$97.15		
26-50 lines	\$784.75		\$97.15		
51-100 lines	\$1,345.28		\$97.15		

For additional lines please contact us directly - 1300 852 388 or licence@apra.com.au ## Only applies when copies are made for background music 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.

Name of 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)".

Name of Business _____
PREMISES / TRADING NAME

Address _____
ADDRESS

Address for Correspondence _____
ADDRESS

Date on which music usage commenced _____
COMMENCEMENT DATE

Position of Person Signing _____
DIRECTOR / PROPRIETOR / AUTHORISED REPRESENTATIVE

Signed by/on behalf of the Applicant _____
SIGNATURE

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

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 PCCA 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;

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