

APRA Licence Application Fitness Classes



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 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.

Licencees 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 \$1.50 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 \$0.90 per class = \$
Annual number of fitness classes with more than 10 participants:		x \$2.10 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.

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

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

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