

FILM FESTIVAL LICENCE APPLICATION



Customer enquiries 1300 852 388 licence@apra.com.au www.apraamcos.com.au

Please complete the relevant section(s), sign and return together with payment of the Advance (if applicable) to:
APRA AMCOS, Locked Bag 5000, Strawberry Hills NSW 2012 or Fax 02 8103 4445

I/We the undersigned apply for a licence from APRA which, subject to the terms set out in this agreement, authorises the performance in public of works within APRA's repertoire by means of the exhibition of cinematographic films, and by the use of recorded means during the conduct of a film festival.

Rates

The amount payable is calculated at 0.462% of Gross Box Office Receipts** subject to a minimum fee of \$68.28*.

The advance amount payable is \$

*The rates set out above are current from 1 July 2017 to 30 June 2018. The minimum fee is only subject to yearly increases in accordance with the Consumer Price Index (see clause 2.2)

**Gross Box Office Receipts means the total amount paid for admission to screenings of Cinematograph Films at all locations (including the value of all tickets sold or redeemed), excluding government taxes or other charges

AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST.

Name of Applicant

APPLICANT

Address of Applicant

POSTCODE

Applicant's ABN

EMAIL

Name of Event

(FESTIVAL)

MOBILE

Date/s of Event

(PERFORMANCE DATE)

PHONE

Name of Premises

Where performances are to occur

(PREMISES)

FAX

Address of Event

POSTCODE

Signed by/on behalf
of the Applicant

SIGNATURE

DATE

PRINT NAME IN FULL

POSITION OF PERSON SIGNING

If you also hold a PPCA licence
please provide us with your
PPCA Licence Number

PPCA LICENCE NO

This application 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

TARIFF

GROSS SUMS PAID FOR ADMISSIONS

GST EXCLUSIVE FEE

REP

DATE

APPROVED

DATE

DATE PROCESSED

FILM FESTIVAL LICENCE AGREEMENT



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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 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 CALCULATION OF AMOUNT PAYABLE

- 2.1 The Applicant must pay APRA the amount calculated in accordance with the formula specified on the front of this agreement.
- 2.2 On 1 July each year, the GST exclusive minimum annual fee will be calculated by increasing the current GST exclusive minimum annual fee by the percentage increase in the Consumer Price Index between the last 2 September quarters.

3 SUPPLY OF INFORMATION

- 3.1 The Applicant must within 30 days after the last film screening of the Festival, supply APRA with:
- a statement of the Gross Box Office Receipts for the Festival in accordance with clause 3.2;
 - a list of:
 - all films screened;
 - and the number of times each Film was screened, during the Festival.
- 3.2 The statement of Gross Box Office Receipts referred to in clause 3.1 must be certified by the Applicant or, if the Applicant is a corporation, by an officer of the Applicant.
- 3.3 APRA must notify the Applicant of any Film that the Applicant screens or proposes to screen and of which APRA is aware contains musical works which are not Works within APRA's repertoire.

4 PAYMENT

- 4.1 Before the first film screening of the Festival, APRA may issue an invoice for an advance based on a reasonable estimate of the amount payable under clause 2.
- 4.2 The Applicant must pay any invoice issued by APRA under clause 4.1 within the time specified on the invoice.
- 4.3 On APRA's receipt of the information under clause 3.1, APRA must calculate the amount payable in accordance with clause 2.
- 4.4 If the amount payable exceeds the advance paid by the Applicant under clause 4.1, the Applicant must pay the excess to APRA within 14 days after the date of the invoice.
- 4.5 If the amount payable is less than the advance paid by the Applicant under clause 4.1, APRA must refund the amount of the difference to the Applicant.
- 4.6 On APRA's receipt of the information under clause 6, 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.
- 4.7 Where the Applicant has not paid any invoice issued under clause 4.4 within 60 days after the date of the invoice or the Applicant has not paid any invoice issued under clause 4.6 when due, the Applicant must pay to APRA interest at the Agreed Rate on each of those amounts.

5 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.

6 AUDIT OR EXAMINATION

- 6.1 APRA may on 14 days' notice to the Applicant audit or examine the Applicant's books of account and other 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 3.1, to obtain information required to be provided under that clause.
- 6.2 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 5%; or
 - is undertaken under clause 6.1(b).

7 CONFIDENTIALITY

We agree to treat as confidential, during and after the term of this agreement, all information provided by you that can properly be regarded as confidential and is not in the public domain, except that we may disclose the information to our licensing partners, auditors and other professional advisers. Information you provide may be aggregated to provide industry statistics for publication or consultation.

8 INDEMNITY

Subject to the Applicant complying with its obligations under this agreement, APRA indemnifies the Applicant against all damages, losses, costs and expenses incurred by the Applicant arising out of any successful claim which may be made against it in respect of the performance in public of a Work within APRA's repertoire within the terms of this agreement provided that the Applicant:

- immediately notifies APRA of the claim; and
- permits APRA to conduct the defence to the claim in the name of the Applicant.

9 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.

10 DEFINITIONS

In this agreement:

Agent means any agent, manager, assistant or associate of the Live Artist Performer.

Agreed Rate means the interest rate for overdrafts of \$100,000 or more charged by the Reserve Bank of Australia plus 2 percentage points, calculated on daily rests from the due date to the date of payment.

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.

Gross Box Office Receipts

Gross Box Office Receipts means the total amount paid for admission to screenings of Cinematograph Films at all locations (including the value of all tickets sold or redeemed), excluding:

- booking fees charged by unrelated third parties;
- credit card charges; and
- Government taxes, duties and charges.

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 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.

12 NOTICES

- 12.1 A notice under this agreement must be in writing 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 .and
- 12.3 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- 12.4 This agreement may only be varied by the written agreement of the parties.
- 12.5 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.
- 12.6 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.

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 1988*. Information collected is only for our business purposes and will not be disclosed to any third parties except in accordance with our privacy policy. The privacy policy is available on our website at apraamcos.com.au/privacy-policy/.

LICENCE NO

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

FILM FESTIVAL SCHEDULE



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Please complete and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or Fax 02 8103 4445 .

Name of Event

_____ FESTIVAL

_____ STATE/TERRITORY

Entertainments

- (a) To be held at _____ On the _____
PERFORMANCE DATE
- (b) To be held at _____ On the _____
PERFORMANCE DATE
- (c) To be held at _____ On the _____
PERFORMANCE DATE
- (d) To be held at _____ On the _____
PERFORMANCE DATE
- (e) To be held at _____ On the _____
PERFORMANCE DATE
- (f) To be held at _____ On the _____
PERFORMANCE DATE
- (g) To be held at _____ On the _____
PERFORMANCE DATE
- (h) To be held at _____ On the _____
PERFORMANCE DATE
- (i) To be held at _____ On the _____
PERFORMANCE DATE
- (j) To be held at _____ On the _____
PERFORMANCE DATE

SIGNED
AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED

SIGNED
LICENSEE

FILM FESTIVAL GROSS BOX OFFICE STATEMENT



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Name of Event

LICENCE NUMBER

Date/s of Event

PERFORMANCE DATE

STATE/TERRITORY

Location

LOCATION NAME AND ADDRESS

Pursuant to the terms of the licence agreement between this company/firm and APRA we hereby advise APRA of the following box office figures for the event, for the purposes of calculating licence fees under our agreement.

GROSS BOX OFFICE RECEIPTS:

\$

Final reconciliation statements from ticketing agents are attached

DEDUCTIONS: Booking Fees

\$

Credit Card Charges

\$

TOTAL (Less Deductions):

\$

Please indicate whether the above amounts include GST: Yes No

Signed by/on behalf
of the Applicant

SIGNATURE

DATE

PRINT NAME IN FULL

POSITION OF PERSON SIGNING

Please return to APRA AMCOS within 14 days of the above event