

# CORPORATE MUSIC USE

CLIENT NO. \_\_\_\_\_



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

Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012, fax (02) 8103 4445 or email to licence@apra.com.au  
I/We apply for the following licence(s) from APRA AMCOS which, subject to the terms set out on the accompanying pages, authorises the performance in public and/or the Communication of Works within APRA's repertoire and/or the reproduction of Works within AMCOS' repertoire in the circumstances and by the method(s) described below:

- to perform by any means whatsoever for the benefit of the employees, at the Applicant's premises, and at functions and places to which the general public is not admitted (**Music In The Workplace - Public Performance**);
- to reproduce for use as Music In the Workplace (**Music In The Workplace - Reproduction**);
- 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 (**Music In The Workplace - Reproduction**);
- to perform by the means specified below for use as background music to areas of the Applicant's premises to which the general public is admitted (**Background Music - Public Performance**); and/or
- to reproduce for use as Background Music (**Background Music - Reproduction**).

MUSIC IN THE WORKPLACE (Public Performance)	No Of Full Time Employees	Annual Rate*	Total \$
<b>Public Performance (GNB):</b> The Annual Rate* is 97 cents per Employee of the Applicant, Subject to a Minimum Fee* of \$63.92		X \$0.97	
<b>Reproduction (RNB):</b> The Annual Rate* is 97 cents per Employee of the Applicant, Subject to a Minimum Fee* of \$63.92		X \$0.97	

MUSIC ON HOLD							
External Lines Per Location		Annual Rate Per Location*	No. Of Locations**		Annual Rate Per Location*	No. Of Locations**	Total \$
1-5 lines	Communication (GMH)	\$158.55		Reproduction (RMH)	\$39.64		
6-10 lines		\$250.36			\$62.60		
11-25 lines		\$433.98			\$108.49		
26-50 lines		\$876.30			\$108.49		
51-100 lines		\$1,502.26			\$108.49		
101-200 lines		\$2,670.66			\$108.49		
201-300 lines		\$4,673.65			\$108.49		
301-400 lines		\$6,175.88			\$108.49		
Additional lines (above 400)		\$16.70 per line			\$4.17 per line		

BACKGROUND MUSIC (BG) # (Public Performance)								Licensed Area (m <sup>2</sup> )		Total \$
		Size (m <sup>2</sup> )								
		up to 150	150-499	500-999	1000-1999	2000-4999	+1000m2			
Tier 1	1 Device - radio/TV##	\$79.46	\$92.70	\$132.43	\$198.62	\$370.73	\$132.43			
Tier 2	1 Device - CD/DVD/Video	\$132.43	\$158.88	\$238.35	\$397.23	\$662.05	\$158.88			
Tier 3	1-4 Devices and/or Multi-channel Device of up to 4 streams and/or jukebox	\$211.85	\$304.54	\$450.20	\$688.51	\$1,125.44	\$211.85			
Tier 4	5 or more Devices and/or Multi-channel Device of 5 or more streams and/or jukebox	\$397.23	\$595.85	\$873.86	\$1,324.04	\$2,118.50	\$397.23			

BACKGROUND MUSIC (REPRODUCTION) (RBG)				Number of tracks copied		Total \$
Annual Rate per Number of Tracks						
up to 499	500-999	for each additional 500				
\$158.88	\$264.79	\$105.92				

**AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST**  
 \*The annual rates set out above for Music on Hold and Music in the Workplace are current from 1 December 2017 to 30 November 2018. Licence fees are payable annually except where the total licence fee is more than \$500, in which case we will invoice you quarterly unless you notify us.  
 \*\*Where multiple locations are to be covered under this application, a schedule must be attached providing the relevant details of each location.  
 # Annual rate set out for Background Music - Public Performance are current from 1 January 2018 until 31 December 2018. The rates will increase annually in accordance with the October 2006 determination of the Copyright Tribunal until 31 December 2009, and after that date the terms of clause 3.3 will apply.  
 ## 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 IN BLOCK CAPITALS 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.

Legal name of Business or Organisation (Applicant)

Note: If you operate through a Trust the Applicant must be the Trustee of that Trust

COMPANY / PARTNERSHIP / SOLE TRADER / INCORPORATED

Applicants ACN/ABN

ACN: \_\_\_\_\_ ABN: \_\_\_\_\_  
 The ACN and/or ABN (if you have one) must match the name of the Applicant above.

Trading Name of Business or Organisation

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.

Invoicing Options
If your business operates through a Trust and you require your invoice to be made out to the Trust, please supply your Trust Name: _____
Please invoice me <input type="checkbox"/> Annually <input type="checkbox"/> Quarterly (only available on annual licence fees of \$500 or more)

PPCA Licence Number
If you also hold a PPCA licence please provide us with your PPCA Licence Number: _____
PPCA LICENCE NO



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## 1. SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public and/or communicate Works within APRA's repertoire for the Purpose.
- 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 or communication 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 or of any choral work of more than 20 minutes duration in its entirety;
  - the performance or of any music and associated words so as to burlesque or parody the work;
  - the performance or of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
  - the performance or communication of any sound recording (this permission is obtained from the Phonographic Performance Company Of Australia Limited (PPCA)); 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 PPCA 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

- Unless terminated earlier in accordance with Clause 9, 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. Unless terminated by either party on at least 1 month's notice effective as at 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, effective on an anniversary of the expiry of the initial period.

## 3. CALCULATION OF AMOUNT PAYABLE

- 3.1 Subject to this clause 3, for each Purpose, the licence fee for each Licence Year is to be calculated as set out on the front of this agreement.
- 3.2 If a minimum fee is specified for a Purpose, the Applicant must pay the higher of the licence fee calculated in accordance with the front of this agreement, and the minimum fee.
- 3.3 On 1 December each year (but in the case of Background Music – Public Performance, on 1 January each year but only from 1 January 2010), the GST exclusive annual rates and the exclusive minimum annual fee set out on the front of this agreement will be increased by the percentage increase if any in the Consumer Price Index between the then preceding 2 September Quarters.
- 3.4 On receipt of the information under clause 4, APRA AMCOS may issue an invoice for any additional amounts payable, and may reassess the amount payable for any subsequent Licence Year.

## 4. SUPPLY OF INFORMATION

- 4.1 The Applicant must notify APRA AMCOS within 14 days after the end of each Licence Year of the number of Employees employed as at the last day of the Licence Year.
- 4.2 APRA AMCOS may require the Applicant to provide the information required under clause 4.1 in the form of a statutory declaration.
- 4.3 Applicant must notify APRA AMCOS within 28 days of any change to the particulars on the front of this agreement.
- 4.4 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

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.

## 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' invoice stating the amount payable for the Year.

## 7. RECORDS

The Applicant must keep accurate books of account and other 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 Applicants' 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 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:
- 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 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 any audio or audiovisual production which is 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;

**Communication** means to electronically transmit;

**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 the performance of musical works:

- in conjunction with a presentation on the live stage that has a storyline and one or more narrators or characters; or
- as a Ballet;

**Employee** means full time employees of the applicant or full time equivalents.

**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 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 AMCOS' Repertoire performed under this agreement 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;

**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;

**Purpose** means for use as Music in the Workplace, Music on Hold and/or Background Music at the Premises, as indicated on the front of this agreement;

**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 1968;

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

**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 and of which are 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. Applicant is not entitled to assign any of its rights without APRA AMCOS' 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 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.

13.5 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/](http://apraamcos.com.au/privacy-policy/).

## 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

SIGNATURE

DATE

RECEIVED

PREMISES TYPE CODE