

CASUAL PUBLIC PERFORMANCES LICENCE



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

Please complete the relevant section(s), sign and return to:

licence@apra.com.au or APRA AMCOS, Locked Bag 5000, Strawberry Hills NSW 2012 or Fax 02 8103 4445

This licence covers performances of music that do not fit any other event types described in the suite of APRA AMCOS event licences. Works performed at political events are excluded, unless the songwriter's prior approval has been obtained in writing.

I/We apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire on the Performance Date by any means whatsoever at the Event.

Amount Payable

The amount payable is* \$

* subject to a minimum fee of \$82.50

The rates set out above are current from 1 January 2019 to 31 December 2019.

Amounts stated on this Agreement are inclusive of 10% GST.

Name of Applicant

Applications in the name of a Trust won't be accepted.

COMPANY / PARTNERSHIP / SOLE TRADER / INCORPORATED

Applicant ACN

Applicant ABN

The ACN and/or ABN (if you have one) must match the name of the Applicant. If you are a Partnership please set out above name of all principals behind the partnership, trading as the name of the partner.

Address of Applicant

_____ POSTCODE EMAIL

_____ PHONE MOBILE

Name and Date/s of Event

_____ (EVENT) (PERFORMANCE DATE)

Name of Location

Where performances are to occur

_____ (LOCATION)

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 _____ GST EXCLUSIVE FEE _____ RECEIVED _____ DATE

_____ PROCESSED _____ APPROVED _____ DATE _____ RESOLVED

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1. SCOPE OF LICENCE

- 1.1. APRA grants the Applicant a licence to perform in public APRA Works at the Event as described on the front of this Agreement.
- 1.2. The licence does not include or authorise:
- the public reception of any performance beyond the precincts of the Venue (the Applicant may need to obtain a separate licence);
 - the public performance of APRA Works at events that have not been notified to APRA in accordance with this Agreement;
 - 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 words, or any words;
 - 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. Nothing in this Agreement constitutes a consent by the authors of works in relation to any act contrary to the composer's moral rights.
- 1.4. works or parts of works within APRA's repertoire must not be performed in public under the licence in clause 1.1 if the circumstances and methods referred to in that clause constitute or relate to political events (including political conferences, functions, demonstrations or any other circumstance of a political nature) without the express written permission of the author of any work to be performed.

2. SUPPLY OF INFORMATION

- 2.1. If requested by APRA in writing, the Applicant must:
- provide APRA with a list, in a form reasonably required by APRA from time to time, of each musical Work performed, including the name of the composer and the duration of the work (**Music Use Report**);

3. LICENCE FEE PAYMENT & BILLING

- 3.1. The Applicant must pay APRA the amount specified on the front of this Agreement within the time specified on APRA's invoice.
- 3.2. The Applicant must pay interest at the Agreed Rate on any amount that remains unpaid 60 days after the date when payment was otherwise due to APRA.

4. RECORDS

- 4.1. The Applicant must keep accurate books of the account and other records in sufficient detail to ensure that all amounts payable to APRA under this Agreement can be properly ascertained.
- 4.2. The Applicant must pay interest at the Agreed Rate on any amount that remains unpaid 60 days after the date when payment was otherwise due to APRA.

5. CONFIDENTIALITY AND PRIVACY

- 5.1. 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.
- 5.2. 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/.

6. TERMINATION

- 6.1. 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 required in writing to do so by APRA;
 - being a corporation, go into liquidation, has a receiver or manager appointed to it or any part of the Applicant's 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. 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. Information about the mechanism can be obtained from APRA at www.apraamcos.com.au/feedback-centre/alternative-dispute-resolution/.

8. GST AND OTHER TAXES

- 8.1. Unless otherwise indicated, amounts stated in this Agreement include GST.
- 8.2. In relation to any GST payable for a taxable supply (as defined under GST law) by either party, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice (as defined under GST law).
- 8.3. The payments specified in this Agreement to be made to APRA are net of all withholding or similar taxes and the Applicant must pay to the relevant taxation authority all such taxes, in addition to the payments specified in this Agreement to be made to APRA.
- 8.4. Terms used in clause 8 which are defined in the GST ACT have the same meaning as in the GST ACT.

9. MISCELLANEOUS

- 9.1. A notice under this Agreement must be in writing and may be given to the addressee by:
- delivering it to the address of the addressee, and will be deemed received at the time of delivery;
 - sending it by pre-paid registered post to the address of the addressee and will be deemed received on the 3rd day after posting; or
 - sending it by email to the email address of the addressee this purpose, and will be deemed received immediately after dispatch.
- 9.2. 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.
- 9.3. This Agreement is personal to the Applicant. The Applicant is not entitled to assign any of their rights without the prior written consent of APRA.
- 9.4. This Agreement may only be varied by the written Agreement of the parties.
- 9.5. 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, including any goods and services tax, arising in respect of this Agreement.
- 9.6. 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.
- 9.7. Unless the context otherwise requires, a word which denotes the singular denotes the plural and vice versa.
- 9.8. All payments under this Agreement must be made in Australian currency.

10. DEFINITIONS

Where beginning with a capital letter:

Agreed Rate means the lending rate for small business overdrafts as published by the percentage points, calculated on daily rests from the due date to the date of payment;

APRA Works 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 either owned or controlled by APRA, or which APRA has represented to be owned or controlled for Australia; means the information referred to in clause 2.2(a);

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;

Event means the event in Australia as described on the front of this Agreement;

Grand Right Work means an opera, operetta, musical play, revue or pantomime to the extent that it consists of musical works and associated lyrics expressly for it;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999*;

Licence Fees means the amount as set out on the front of this Agreement;

Music Use Report means the information referred to in clause 2.1(a);

Venues means the premises at which the event is performed.

LICENCE NO

SIGNED AS AGREED BY APRA

APRA 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

SIGNED AS AGREED BY AMCOS

AMCOS 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