

2016-2017 AMCOS - ARIA DOMESTIC USE VIDEO

LICENCE APPLICATION – ANNUAL



Enquires 1300 852 388 nonretlic@apra.com.au www.apraamcos.com.au

Please note: This Application may only be used for applications submitted between 1 July 2016 and 30 June 2017. Completed Applications should be returned to: Locked Bag 5000, Strawberry Hills NSW 2012.

BACKGROUND:

- A. AMCOS controls in Australia the right to reproduce a large number of musical works.
- B. ARIA controls in Australia the right to reproduce sound recordings owned or controlled by its licensors for certain purposes.
- C. The Licensee is in the business of making videos and wishes to reproduce AMCOS Works and ARIA Recordings into videos, and to manufacture copies, for the Purpose and has a Licence from AMCOS and ARIA to do so.
- D. AMCOS and ARIA have agreed to grant a licence to reproduce the AMCOS Works and ARIA Recordings respectively, on the terms contained in the Licensees agreement.

LICENCE FEES:

If you are entering into a new licence through the financial year, and do not require your licence to be back-dated to the beginning of the financial year, fees may be pro rated accordingly, subject to a minimum fee. These fees are set out in the table below. This option is ONLY available to new licensees in their first licence year. Once the annual licence is in place, all subsequent renewals must be for the full financial year.

Domestic Video Licence - Annual Rates - 2016/2017

Licence Period from	Standard (GST Inclusive)	Standard Plus (GST Inclusive)	+ Additional Units (GST Inclusive)
July 2016	\$556.03	\$793.51	\$110.75
August 2016	\$509.70	\$727.39	\$101.52
September 2016	\$463.36	\$661.25	\$92.29
October 2016	\$417.02	\$595.13	\$83.06
November 2016	\$370.69	\$529.00	\$73.83
December 2016	\$324.35	\$462.88	\$64.60
January 2017	\$278.02	\$396.75	\$55.37
February 2017	\$231.68	\$330.63	\$46.15
March 2017	\$185.34	\$264.50	\$36.92
April 2017	\$139.01	\$198.37	\$27.69
May 2017	\$92.66	\$132.24	\$18.46
June 2017	\$46.33	\$66.12	\$9.23

Definition of tariffs: **Standard Video & DVD Format** - up to 20 copies, **Standard Plus Video, DVD & CD Rom Format** - up to 30 copies

Month from which you require coverage:

Type	Please tick '✓' Licence Required	Total Amount Payable
Standard	<input type="checkbox"/>	\$
Standard Plus	<input type="checkbox"/>	\$
+ Additional Units	<input type="checkbox"/>	\$
Total Amount payable to AMCOS		\$

Please Note: This licence is valid for an unlimited number of events, however a limit of 20 copies per event applies if you have opted for the Standard licence category or 30 copies per event if you have paid for the Standard Plus. If more than the allocated copies are required, you will need to obtain a Single Event Domestic Use Video Licence for the additional copies. The "Additional Units" option, if selected, entitles you to manufacture/copy a maximum total quantity of 100 extra units per production for up to 10 events. This is in addition to the usual maximums imposed by the Standard or Standard Plus. Please note this higher maximum can only apply to 10 separate productions per licence year and can only be applied where the Authorised Video is of a school event or function.

Name of Applicant

COMPANY/PARTNERSHIP/SOLE TRADER

Business Name (if applicable)

BUSINESS NAME

Contact Name

NAME POSITION

Applicant's ABN

ABN

Business Phone

() PHONE MOBILE

Business Address

ADDRESS STATE POSTCODE

Street Address

ADDRESS STATE POSTCODE

Email Address

EMAIL ADDRESS

Signed by Applicant

SIGNATURE DATE

PRINT NAME IN FULL FOR OFFICE USE ONLY - A/C NO:

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1. DEFINITIONS

Agreed Rate means the rate of interest at the overdraft rate for commercial overdrafts of \$100,000 or more charged by National Australia Bank plus 2 percentage points, calculated on daily rates from the due date of payment;

AMCOS Works means musical and associated literary works controlled by AMCOS, excluding production music works;

ARIA Recordings means a sound recording in which the copyright is owned or controlled by ARIA's licensors, and which has been released on a label by such ARIA licensors as published on the ARIA website from time to time at www.aria.com.au/pages/documents/sound_recording_label_list.pdf

Authorised Videos means a Video made by the Licensee of any of the following private functions or private activities:

- (a) weddings;
- (b) birthday parties
- (c) transfer of home movies or photographs onto video;
- (d) personal holiday events or tours;
- (e) births;
- (f) funerals or pre-recorded wills;
- (g) school event or function; and
- (h) any other event or activity where the video is being made of and for private individuals for private home viewing, and not including corporate, training or educational videos and any video made for sale to the general public.

CPI means the All Groups Consumer Price Index Number for the eight Australian state and territory capital cities published on a quarterly basis by the Australian Bureau of Statistics or any other price index substituted for it by the Australian Bureau of Statistics or any other Australian government body; and **December Quarter** means quarter year ending 31 December;

GST means goods and services tax under A New Tax System (Goods and Services Tax) Act 1999;

Licence Fee means the fee calculated in accordance with clause 4 and is inclusive of GST;

Licence Year in the first year of the Licensee's agreement means the period commencing on the first day of the month in which the application is made until the next 30 June, and thereafter means each 12 month period during the term of the Licensee's agreement commencing on 1 July and ending on 30 June;

Purpose means the private or domestic use of the client of the Licensee for whom the Authorised Video was made, subject to the restrictions set out in clause 3; and

Video means an audio-visual recording made onto VHS, DVC, VCD, DVD, Blu-Ray or CD-Rom formats.

2. LICENCE

Subject to the terms contained in the Licensee's agreement, AMCOS and ARIA have granted the Licensee a non-exclusive licence to reproduce AMCOS Works and ARIA Recordings into the soundtracks of Authorised Videos.

3. RESTRICTIONS AND EXCLUSIONS

3.1 The grant under clause 2 is subject to the Licensee:

- (a) paying the Licence Fees in accordance with the Licensee's agreement;
- (b) distributing and selling Authorised Videos only for the Purpose;
- (c) ensuring that the Authorised Video contains no advertising or promotional material or any material designed to encourage the purchase, use or support of particular goods or services;
- (d) making no more than 20 copies of an Authorised Video of any one event in formats other than CD ROM; or
- (e) making no more than 30 copies of an Authorised Video of any one event in formats including CD ROM.

3.2 grant under clause 2 does not include:

- (a) the right to record a staged event (including a play, ballet or opera) where the right to perform the musical works in public was not controlled by APRA; or
- (b) the right to record a staged event (including a play, ballet or opera)

where the right to perform the sound recordings in public was not controlled by ARIA; or

- (c) the right to perform (including by way of exhibition or screening) an Authorised Video in public.

4. LICENCE FEES

- 4.1 The Licence Fee must be paid annually in advance during the term of the Licensee's agreement and is calculated in accordance with the annual rate current for that licence year for the scheme specified on the front of this agreement.
- 4.2 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 December Quarters.
- 4.3 AMCOS must issue a reassessment notice to the Licensee for each subsequent Licence Year.
- 4.4 The Licensee must complete the reassessment notice within 14 days of receipt.
- 4.5 AMCOS must issue a tax invoice to the Licensee for Licence Fees payable in each subsequent Licence Year during the term of this agreement.
- 4.6 If the Licensee does not complete and return the reassessment notice within the period specified in clause 4.4, AMCOS without limitation to its rights under this agreement, may issue a tax invoice for provisional fees based on the Licensee's Licence Fee for the previous Licence Year.
- 4.7 The Licensee must pay any amount owing under a tax invoice issued under this agreement, within 14 days after the date of the tax invoice.
- 4.8 The Licensee must pay to AMCOS interest at the Agreed Rate on each amount outstanding under this agreement.
- 4.9 AMCOS must account to ARIA for its share of the Licence Fee as agreed between AMCOS and ARIA.

5. RECORDS AND INSPECTION

- 5.1 The Licensee must keep accurate books of account and other records in sufficient detail to ensure that any amount payable to AMCOS under this application can be properly ascertained.
- 5.2 AMCOS may on 7 days notice, but no more than once in any Licence Year, examine the Licensee's accounting and other records to determine the correctness of any report, record or payment under this reassessment, or if the Applicant fails to provide a completed reassessment notice in accordance with these terms.
- 5.3 The Licensee must pay the costs of the examination referred to above if the examination establishes that the amount payable under this agreement was understated by more than 10%.

6. TERM AND TERMINATION

- 6.1 The Licensee's agreement commenced on the first day of the month in which the application is made and continues until either party gives at least one month's notice of termination effective on 30 June in the then current Licence Year.
- 6.2 If the Licensee:
 - (a) fails to pay any amount due under the Licensee's agreement in accordance with their agreement;
 - (b) 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
 - (c) breaches any provision of this agreement which is not capable of remedy,
 the Licensee's agreement is automatically terminated.
- 6.3 AMCOS may by notice to the Licensee terminate their agreement if the Applicant fails, within 7 days after notice from AMCOS, to remedy any breach of its obligations under their agreement.

7. MISCELLANEOUS

- 7.1 The Licensee must pay any GST arising from the provision of services under the Licensee's agreement.