COMMUNITY RADIO LICENCE - TEMPORARY

APRA AMCOS

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

AGREEMENT made this date _____

PARTIES

AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED ABN 42 000 016 099 on its own behalf and as agent for AUSTRALASIAN MECHANICAL COPYRIGHT OWNERS SOCIETY LIMITED ABN 78 001 678 851 of 16 Mountain Street, Ultimo, New South Wales (APRA)

AND

_____
company name

_____
ABN or ACN

_____
address

_____ _____
phone email

BACKGROUND

A. Australasian Performing Right Association Limited owns or controls for Australia the exclusive rights of Communication to the public in a large number of musical works and associated lyrics.

B. Australasian Mechanical Copyright Owners Society Limited controls for Australia the exclusive rights of reproduction for certain purposes in a large number of musical works and associated lyrics.

C. The Licensee is the holder of a Community Broadcasting Licence, that is a Temporary Community Broadcasting Licence, for a Community Radio Broadcasting Service and wishes to Communicate and reproduce musical works in the course of its business.

D. Australasian Performing Right Association Limited, on its own behalf and as agent for Australasian Mechanical Copyright Owners Society Limited, has agreed to grant the Licensee a licence of certain rights on the terms set out in this agreement.

AGREEMENTS

1. TERM

This agreement commences with effect from 1 July 2012 and, unless terminated earlier in accordance with this agreement, continues until terminated by either party on at least 3 months' notice, such notice not to be effective before the fifth anniversary of the commencement date, and such termination to be effective from the 30 June following the date of the notice.

2. LICENCES

APRA grants the Licensee:

(a) an APRA Licence on the terms set out in schedule 1; and

(b) an AMCOS Licence on the terms set out in schedule 2,

and the parties must comply with their obligations and are entitled to exercise their rights under those schedules.

3. PAYMENTS

3.1 Licence Fee

3.1.1 Subject to clause 3.1.2, each year during the term of this agreement the Licensee must pay APRA the Licence Fee calculated in accordance with schedule 3.

3.1.2 No Licence Fee is payable in respect of the 24 month period commencing on the date of issue of the Licensee's Temporary Community Broadcasting Licence.

3.2 GST

Unless otherwise indicated, amounts stated in this agreement do not include GST. In relation to any GST payable for a taxable supply by APRA under this agreement, the Licensee must pay the GST subject to APRA providing a tax invoice. Terms used in this clause 3.3 which are defined in the GST Act have the same meaning as in the GST Act.

3.3 Interest

The Licensee must pay APRA interest at the Agreed Rate on each amount outstanding under this agreement.

3.4 CPI

With effect from 1 July each year, the licence fees referred to in Schedule 3 and expressed in dollars will be increased in accordance with the increase, if any, in the CPI over the 2 preceding June Quarters and rounded to the nearest dollar.

3.5 The Licensee must pay invoices issued in accordance with this agreement within 14 days after the date of the invoice.

4. REPORTING

4.1 Music Use

4.1.1 The Licensee must, within 30 days after the end of each Quarter, if requested by APRA, provide APRA with a list of all musical works Broadcast and reproduced by the Station or on the Website during each month in the Quarter. The list must be in the form reasonably required by APRA from time to time and include the following information:

(a) the titles of all musical works Broadcast;

(b) the number of times each work has been Broadcast;

(c) the surnames of the writers of such works;

(d) the artists or groups whose recorded performances of such works are Broadcast;

(e) the duration of each work; and

(f) such other information as APRA may reasonably require.

4.1.2 Unless APRA notifies the Licensee otherwise, the form in which APRA requires the information supplied under clause 4.1.1 to be provided is available from its website: www.apra-amcos.com.au.

4.2 Revenue and Other Information

4.2.1 By the Due Date, the Licensee must provide to APRA:

(a) the information required under that part of Schedule 3 that is applicable to the Licensee, for the Licensee's immediately preceding Financial Year;

(b) the information required under Schedule 5, in the form set out in Schedule 5 or as reasonably required by APRA, for the Licensee's immediately preceding Financial Year;

(c) a statement in accordance with Schedule 5, certified as correct by an authorised officer of the Applicant, setting out:

(i) the average weekly hours of transmission of the Station during the relevant period; and

(ii) the average weekly hours of airtime occupied by the broadcast of musical works during the relevant period.

4.2.2 The Licensee may submit the information referred to in clause 4.2.1 electronically via the website www.apra-amcos.com.au/communityradioreporting.

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4.2.3 On APRA's receipt of the documents referred to in clause 4.2.1, APRA will issue an invoice for the Licence Fee payable.

4.2.4 If the Licensee fails to provide the information required in accordance with clause 4.2.1, APRA may issue an invoice to the Licensee for estimated Licence Fees based on the previous year's Licence Fee and APRA's reasonable estimate of the Licence Fee payable.

4.2.5 Within 14 days of the termination of this agreement:

(a) the Licensee must provide APRA with all such information as APRA may reasonably require in order to calculate Licence Fees payable to APRA up to and including the date of termination;

(b) APRA must immediately notify the Licensee of the balance of any such Licence Fee payable to APRA up to and including the date of termination by rendering an invoice; and

(c) the Licensee must pay that balance to APRA within 14 days of APRA's invoice.

4.2.6 If required to calculate the APRA Licence Fee under Schedule 3, APRA will calculate the Music Use Percentage using the information provided under clause 4.2.1 (c).

5. WARRANTIES

5.1 The Licensee warrants the accuracy of the information supplied under clause 4.1 (Music Use Information), except to the extent that it is relying on information supplied by the manufacturer or publisher of a Sound Recording or musical work.

5.2 The Licensee warrants the accuracy of the information provided under clauses 4.2.1 of this agreement.

6. CONFIDENTIALITY

6.1 APRA must, subject to this clause 6, keep the Music Use Information and the Revenue confidential and use them only for the purpose of calculating Licence Fees and distributing the Licence Fees as royalties.

6.2 APRA is entitled to use the Logging Information to:

(a) aggregate it with such information from other licensees for the purpose of providing the combined data (Aggregated Information) to the PPCA (or such other organisations which the Licensee may authorise in writing) for the purpose of enabling the PPCA or other organisation to make royalty distributions to its members and recording artists;

(b) provide information to any APRA member in the normal course of APRA's business, being information about the usage of that member's works;

(c) using the Aggregated Information for the purpose of granting awards;

(d) making available to APRA's members and the public, information derived from the Aggregated Information concerning the extent of usage of particular works or categories of works; and

(e) analysing the Logging Information for the purpose of the preparation and submission of evidence in the course of Copyright Tribunal proceedings.

6.3 APRA must, prior to providing information in accordance with clause 6.2(a), obtain from the PPCA or other organisation agreement in writing that the information will be kept confidential and will not be on-sold, distributed to third parties or used otherwise than as provided in clauses 6.2(a) and (d) (reading PPCA or other organisation for APRA in clause 6.2(d)).

7. APRA AND AMCOS WORKS

APRA must, on request from the Licensee, provide the Licensee with all such information as APRA can reasonably give concerning works claimed or represented as being APRA Works or AMCOS Works provided that such requests are made about named works or the works of named writers.

8. BOOKS OF ACCOUNT AND AUDIT

8.1 The Licensee 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.

8.2 APRA may, on 7 days' notice, and no more than once in any 12 month period, examine the Licensee's accounting and other records:

(a) to determine the correctness of any report or payment under this agreement; or

(b) in the case of a failure by the Licensee to provide any information under this agreement, to obtain information required to be provided under those paragraphs,

and for this purpose is entitled to access all records of the Licensee or under its control, wherever held.

8.3 The Licensee must give APRA all reasonable assistance in its examination of the Licensee's records under this clause 8.

8.4 Subject to clause 8.5 below, APRA must pay the costs of any examination of the Licensee's records under this clause 8.

8.5 The Licensee must pay the cost of the examination if the examination:

(a) establishes that the amounts payable under this agreement were understated by more than 5%; or

(b) is undertaken under clause 8.2(b).

8.6 The Licensee may on 7 days' notice examine APRA's calculations of the Licensee's Music Use Percentage.

8.7 APRA must give the Licensee all reasonable assistance in its examination of APRA's calculations under clause 8.6.

8.8 APRA must pay the cost of the examination if the examination establishes that the Music Use Percentage Band is lower than that determined by APRA.

9. STATION AND WEBSITE CHANGES

The Licensee must provide APRA with prior notice:

(a) of any change to the details set out in Schedule 4; and

(b) if the Station or the Website is disposed of, and to whom.

10. INDEMNITY

APRA indemnifies the Licensee, its employees and agents against all damages, losses, costs and expenses (including legal costs) from all successful proceedings for copyright infringement brought against them for Communications by the Licensee in accordance with this agreement of APRA Works or AMCOS Works or works represented by APRA to the Licensee as being APRA Works or AMCOS Works:

(a) provided that the Licensee immediately notifies APRA of any such proceedings and permits APRA to conduct the defence of them in the name of the Licensee and provide APRA with all reasonable assistance in the conduct of the proceedings; and

(b) except to the extent that the damages, losses, costs or expenses arise out of a breach by the Licensee of this agreement.

11. DISPUTE RESOLUTION

11.1 Disputes

11.1.1 The parties must, during and after the term of this agreement, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this agreement prior to commencing any proceedings.

11.1.2 If a party requires resolution of a dispute during or after the term of this agreement, it must do so in accordance with the provisions of this clause 11 and the parties acknowledge that compliance with these provisions is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except in the case of applications for urgent interlocutory relief or a breach by the other party of this clause 11.

11.1.3 The existence of a dispute or the commencement of proceedings does not affect the obligation of the parties to continue to perform their obligations under this agreement.

11.2 Resolution by management

11.2.1 If a party requires resolution of a dispute it must immediately submit full details of the dispute to the Representative of the other party.

11.2.2 If the dispute is not resolved within 1 month of submission of the dispute to them, or such other time as they agree, the provisions of clause 11.3 will apply.

11.3 Alternative Dispute Resolution

11.3.1 If a dispute is not resolved within 30 days of submission of the dispute by a party to the other parties, or such other time as they agree, either party may submit the dispute to the alternative dispute resolution mechanism offered by APRA in accordance with the terms of its authorisations under the Competition and Consumer Act 2010 or other dispute resolution mechanism as agreed between the parties.

11.3.2 A party may not commence proceedings in respect of the dispute unless the dispute is not determined within 30 days of submission to the alternative dispute resolution mechanism, or such other time as the parties agree.

12. TERMINATION

12.1 Notice

Subject to clause 1, a party may, on at least 3 months' notice to the other party, terminate this agreement, such termination to be effective on the 30 June following the date of the notice.

12.2 Winding up

If the Licensee:

(a) 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;

(b) has its Community Radio Broadcasting Licence for the Station revoked or suspended, or fails to have the licence renewed;

(c) disposes of the Community Radio Broadcasting Licence for the Station; or

(d) a Community Radio Broadcasting Licence other than a Temporary Community Radio Broadcasting Licence is granted in respect of the Station,

either party may, without prejudice to its other rights, terminate this agreement immediately by notice to the other.

12.3 Breach

If the Licensee:

(a) fails to pay any sum due under this agreement within 21 days after the due date;

(b) fails, within 21 days after notice from APRA, to remedy any breach of its other obligations under this agreement which is capable of remedy;
(c) breaches any of its obligations under this agreement which is not capable of remedy; or
(d) persistently breaches its obligations under this agreement,

APRA may, without prejudice to its other rights, terminate this agreement by 1 month's notice to the Licensee.

13. MISCELLANEOUS

13.1 Notices

13.1.1 A notice under this agreement must be in writing and may be given to the addressee by:
(a) delivering it to the address of the addressee;
(b) sending it by pre-paid registered post to the address of the addressee;
(c) sending it by fax to the fax number of the addressee; or
(d) sending it by email to the email address of the addressee notified for this purpose,

and the notice will be deemed to have been received by the addressee:
(e) if delivered in writing to the street address of the addressee, at the time of delivery;
(f) if sent by post to the street address of the addressee, on the 3rd day after posting;
(g) if sent by fax to the fax number of the addressee, at the time transmission is completed; or
(h) if sent by email to the email address of the addressee, immediately after dispatch.

13.1.2 Proof of the sending of a notice by fax and the time of completion of transmission may be established by production of a transmission report by the machine from which the fax was sent which indicates that the fax was sent in its entirety to the fax number of the addressee.

13.1.3 Proof of the sending of a notice by email and the time of dispatch may be established by production of a delivery confirmation by the machine from which the email was sent that indicates that the email was received by the addressee.

13.2 Assignment
The Licensee must not assign any of its rights or novate any of its obligations under this agreement without the prior written consent of APRA.

13.3 Amendment
This agreement may only be varied by the written agreement of the parties.

13.4 Entire agreement
This agreement embodies the entire understanding and agreement between the parties as to its subject matter and all previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, that subject matter are merged in and superseded by this agreement.

13.5 Waiver
A waiver under this agreement is not binding on a party unless it is in writing and signed by the party. A waiver is not a waiver of any other right.

13.6 Further assurance
Each party must promptly sign all documents and do all things that another party reasonably requests to effect, perfect or complete this agreement and all transactions incidental to it.

13.7 Governing law
This agreement is governed by and must be construed in accordance with the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from them and waives any right to object to proceedings being brought in those courts for any reason.

14. DEFINITIONS AND INTERPRETATION

14.1 Definitions

14.1.1 Where commencing with a capital letter:

Agreed Rate means the per annum business lending benchmark interest rate charged by the National Australia Bank plus 2%, calculated daily from the due date to the date of payment;
AMCOS Licence means a licence in the terms set out in schedule 2;
AMCOS Works means the musical works, including any associated lyrics, in respect of which APRA is entitled to grant the licence referred to in clause 2(b), but excludes Production Music Works;
APRA Licence means a licence in the terms set out in schedule 1;
APRA Licence Fee means the amount payable in respect of the APRA Licence, as set out or calculated in accordance with item 3.2 of Schedule 3;
APRA Works means the musical works, including any associated lyrics, for which APRA owns or controls the Communication right;
Broadcast means the act carried out under a Community Radio Broadcasting Licence, including by a Digital Community Radio Broadcasting Service, excluding Communications over the internet;
BSA means the Broadcasting Services Act 1992;
Capital Assets means assets that are controlled or used over a long period of time;
Clip means a Song or Music Video that when played at normal speed in an uncompressed format on a user's device, is no longer than 30 seconds in duration;
Community Radio Broadcasting Station means a station that operates under a community radio broadcasting licence under the BSA;
Community Radio Broadcasting Licence has the same meaning as in the BSA;
Communicate has the same meaning as in the Copyright Act 1968;
Copyright Owner of a work means a party in whom the right of reproduction in a material form is vested for Australia;
CPI means the Consumer Price Index All Groups for the eight state and territory capital cities published from time to time by the Australian Bureau of Statistics (ABS) or any price index substituted for it by the ABS or any other Australian government body substituted by statute, related to base year 1989-1990 equals 100;
Digital Community Radio Broadcasting Service has the same meaning as in the BSA;
Donations and Bequests means gifts of money including gifts bequeathed by will but shall exclude those sums certified as exempt by the Registrar of Cultural Organisations provided a copy of the Licensee's current Certificate of Exemption is supplied by the Applicant to APRA;
Download means the process of making a digital copy of audio or audio-visual material from the internet onto a storage device including but not limited to a personal computer hard drive, server, mobile phone or any peripheral device;
Dramatico-musical Work means an opera, operetta, musical play, revue or pantomime, insofar as it consists of words and music written expressly for it;
Due Date means, in each year during the term of this agreement, 5 months after the end of the Licensee's Financial Year;
Financial Year means the Licensee's financial year ending on the date set out in Schedule 4;
Grants and Subsidies means pecuniary aid granted by the State/Federal Government or University or Community Broadcasting Foundation to meet special needs but does not include sums paid as training subsidies ("job skills") for persons previously unemployed;
Gross Revenue means, in relation to a period, monies received that are directly referable to the Station's on-air activity or the Communication of music over the Website during that period including the gross revenue of the Licensee during that period in respect of:
(a) Donations and Bequests,
(b) Sponsorship,
(c) subscriptions and membership fees,
(d) Sale of Airtime,
(e) net fundraising;
(f) Racing Revenue;
(g) sale of programs;
(h) sale of Capital Assets:
(i) Merchandising;
(j) Grants and Subsidies; and
(k) interest income, job skills and training subsidies, provided that:
  (i) where, in connection with a transaction, any consideration is paid or given otherwise than in cash, the monetary value of that consideration is included; and
  (ii) where the Licensee receives income from the sale of programs such income shall be included, except for income from the sale of programs not containing music which income shall be excluded,

GST Act means the A New Tax System (Goods and Services Tax) Act 1999;
Interactive On Demand Music Service means an on demand music service where users can determine the order in which individual musical works are Communicated;
Licence Fee means the total of the GST exclusive fees set out in schedule 3;
Licence Year means each 12 month period commencing on 1 July;
Merchandising means trade in products promoting the Licensee or the Station and from the use of vending machines and office machines;
Month means a calendar month;
Music Video means a cinematograph film:
(a) produced for the primary purpose of promoting:
  (i) the performer of the sound recording; or
  (ii) the sound recording,

of an AMCOS Work; and
(b) made with the permission of the owner of the Copyright in the Musical Work;

Net Revenue means, in relation to a period, monies received that are directly referable to the Station's on-air activity or the Communication of music over the Website during that period including the gross revenue of the Licensee during that period in respect of:

(a) Donations and Bequests;
(b) Sponsorship;
(c) subscriptions and membership fees;
(d) Sale of Airtime;
(e) net fundraising;
(f) Racing Revenue; and
(g) sale of programs,

but excluding sale of Capital Assets, Merchandising, interest income, job skills and training subsidies, and Grants and Subsidies, provided that:

(i) where, in connection with a transaction, any consideration is paid or given otherwise than in cash, the monetary value of that consideration is included; and
(ii) where the Licensee receives income from the sale of programs such income shall be included, except for income from the sale of programs not containing music, which income shall be excluded;

Net Simulcast Channel means a limited form of Streaming over the internet of an existing community radio signal, in real time, for the simultaneous receipt by users under which users cannot control or choose:

(a) the content of the sounds concerned;
(b) the order in which sounds are received; or
(c) when those sounds are received,

except to the extent of being able to control whether or not the user's receiving device receives the simulcast Stream or not;

Net Simulcast Channel Archive means any On Demand Streaming audio only production, previously Streamed on the Licensee's Net Simulcast Channel;

On Demand Streaming means Streaming of previously Broadcast material where users can select particular programs to be Streamed, but cannot determine the order in which musical works are Streamed;

Podcast means an audio only production, made available by the Licensee via an RSS service, designed for the purpose of download, which contains both music and non-music content and where APRA Works (excluding Production Music Works) do not, without APRA's prior written approval, comprise more than 80% of the total duration of any individually accessible podcast program when played back at normal speed in an uncompressed format on a user's device;

PPCA means Phonographic Performance Company of Australia Limited ABN 43 000 680 704;

Production Music means Production Music Works and Production Music Sound Recordings;

Production Music Sound Recording means a Sound Recordings of a Production Music Work;

Production Music Work means a musical work for which AMCOS controls the right of reproduction in the Sound Recording of that work;

Racing Revenue means revenue received from any Totalisator Agency Board for making audible by broadcasting race descriptions and racing information;

Representative means, in the case of APRA the Director of Broadcast and Online Licensing or as notified by APRA, and in the case of the Licensee, the person nominated in Schedule 4;

Sale of Airtime means an arrangement to receive consideration from a person or company in return for broadcast time;

Song means a sound recording or MIDI file of a Musical Work that when played back at normal speed in an uncompressed format on a user's device, is more than 30 seconds in duration;

Sound Recording has the same meaning as in the Copyright Act 1968;

Sponsorship means an arrangement to receive consideration from a person or company for a broadcast program introducing a product, organisation or service related to that person or company;

Sponsorship Announcement means any material which draws or is designed to draw the attention of members of the public to a product, service, person, organisation or line of conduct in a manner which is or appears to be calculated to promote or oppose, directly or indirectly, that product, service, person, organisation or line of conduct;

Station means the Community Radio Broadcasting Station specified in Schedule 4;

Station Promotion means promotional material which is made primarily for the purpose of promoting or identifying the Station;

Streaming means the Communication to the public of material by means of the internet to a device under circumstances in which the user is prohibited from making a copy of (including by Downloading) the material;

Temporary Community Broadcasting Licence has the same meaning as in the BSA;

Theme Music means music regularly associated or identified with a Website, program or program segment; and

Website means the website or websites directly associated with the Station, as identified in Schedule 4.

14.1.2 Capitalised words that are not defined in clause 14.1.1 have the same meaning as in the schedules.

14.1.3 Where a word or phrase is given a defined meaning another part of speech or grammatical form in respect of that word or phrase has a corresponding meaning.

14.2 Presumptions of interpretation

14.2.1 Unless the context otherwise requires a word which denotes the singular denotes the plural and vice versa.

14.2.2 Unless the context otherwise requires a reference to:

(a) any legislation includes a regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replacement legislation;
(b) a thing or amount is a reference to the whole and each part of it; and
(c) a person includes an individual, a body corporate, an association, a joint venture, a partnership, a government and any other legally recognised entities.

14.3 Successors and assigns

A person includes the trustee, executor, administrator, successor in title and assign of that person. This clause must not be construed as permitting a party to assign any right under this agreement.

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SCHEDULE 1
APRA Licence

1.1. Subject to paragraph 2, a non-exclusive licence to Communicate the APRA Works in Australia by means of:
- (a) Broadcasts by the Station; and
- (b) Streaming by the Net Simulcast Channel, from the Net Simulcast Channel Archive, and On Demand Streaming); and
- (c) Podcasting, and Streaming of individual Clips, Songs or Music Videos from the Website.

2. The APRA Licence is limited to the acts expressly licensed in this agreement and does not include any other rights or powers, including whether incidental or implied. Without limitation, the APRA Licence does not include:
- (a) the Communication of any Sound Recordings;
- (b) the making of an adaptation of any musical, literary or dramatic work;
- (c) the giving of a public performance by means of the reception of a Communication;
- (d) the Communication in their entirety of Dramatico-musical Works;
- (e) the Communication of oratorios or choral works exceeding 20 minutes duration in their entirety;
- (f) the Communication of any musical work in association with words other than those (if any) approved by the Copyright Owner of the work;
- (g) the Communication of any APRA Work in the form of a Download or a mobile telephone ringtone, except in the form of a Podcast;
- (h) the Communication of any APRA Work as part of an Interactive On Demand Music Service; or
- (i) the provision of access to, or Communicate APRA Works from, any URL or WAP other than the Website.

SCHEDULE 2
AMCOS Licence

1. Subject to paragraph 2, a non-exclusive licence to:
   - (a) reproduce in Australia:
     - (i) any AMCOS Work, provided that the AMCOS Work is not reproduced into a Sponsorship Announcement; and
     - (ii) any Production Music,

     and retain such reproductions for an unlimited period of time, solely for the exercise by the Licensee of its rights under the APRA Licence (Approved Purpose), provided that the Licensee,
     - (iii) does not reproduce an AMCOS Work under this agreement from an infringing Sound Recording of that AMCOS Work;
     - (iv) only distributes reproductions made under this agreement to other Community Broadcasting Stations, and only on terms which provide that the provision of the reproductions does not confer any licence to reproduce or Communicate the AMCOS Works or Production Music embodied in the reproductions;
     - (v) within 7 days after request from APRA, provides such details of reproductions distributed under sub-paragraph (iv) as APRA may request; and
   - (b) Communicate any Production Music Sound Recordings for the Approved Purpose.
2. The AMCOS Licence is limited to the acts expressly licensed in this agreement and does not include any other rights or powers, including whether incidental or implied. Without limitation, the AMCOS Licence does not include:
   - (a) the reproduction of any AMCOS Works into Sponsorship Announcements, Station Promotions or Theme Music;
   - (b) the reproduction of any musical AMCOS Works in association with lyrics other than those approved by the Copyright Owner;
   - (c) the making of an adaptation or arrangement of any AMCOS Works; or
   - (d) the Communication of any AMCOS Works.

SCHEDULE 3
Annual Licence Fee

For the purposes of this Schedule 3:

- (a) All Licence Fee dollar amounts are expressed exclusive of GST and will be increased annually in accordance with CPI; and
- (b) Other Online Use means Podcasting, and Streaming individual Clips, Songs or Music Videos from the Website.

3.1 Temporary Stations with Gross Revenue of $25,000 p.a. or less

Licence Fees:

APRA	$159
AMCOS	$95
Net Simulcast/On Demand Streaming	$64
Other Online Use	$31

Reporting:
The reassessment form information required under Schedule 5 (which may be submitted online via the website www.apraamcos.com.au/music-customers/licence-types/radio/community-radio/).

3.2 Temporary Stations with Gross Revenue of more than $25,000 p.a.

Licence Fees:

APRA Licence Fee	The greater of 1.5% of Net Revenue and $159.
AMCOS	The greater of 5% of APRA Licence Fee (capped at $1,054) and $95.
Net Simulcast/On Demand Streaming	The greater of 5% of APRA licence fee (capped at $1,054) and $64.
Other Online Use	The greater of 5% of APRA Licence Fee (capped at $1,054) and $31.

Reporting:
The reassessment form information required under Schedule 5 (which may be submitted online via the website www.apraamcos.com.au/music-customers/licence-types/radio/community-radio/).

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SCHEDULE 4
Station and Website

Licensee's licence number: _____

Station call sign or name: _____

Website url: _____

End of Financial Year: _____

Program Format

- ☐ General
- ☐ ATSI
- ☐ Christian
- ☐ Rhema
- ☐ Ethnic
- ☐ Other

SIGNED AS AN AGREEMENT

Signed for and on behalf of **Australasian Performing Right Association Limited** in the presence of:

Signature of authorised person	Witness
Name of authorised person (print)	Name of Witness (print)
Office held	

Signed for and on behalf of the **Licensee** in the presence of:

Signature of authorised person	Witness
Name of authorised person (print)	Name of Witness (print)
Office held	