

# COPYRIGHT OWNERSHIP INFORMATION REQUEST PREMIUM APPLICATION



APRA  
AMCOS

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

Email the completed form to mechres@apra.com.au or Fax (02) 9935 7963

## CONTACT INFORMATION

Contact Person \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Phone/Fax \_\_\_\_\_

Intended Use

- Synchronising work(s) for TV/Radio/Internet commercial
- Making a Premium Product or Covermount CD
- Including the work(s) in a film/documentary or TV Programme

## SIGNED

I am authorised by the Applicant, whose name appears at the top of this form, to sign this form on its behalf which is a request to AMCOS to provide Copyright Ownership Information for the below listed composition(s). I agree to pay all fee's by the Due Date. I understand and accept the conditions listed on this form.

### Signed for and on behalf of You

If you are filling out the form digitally - please type the words "Signed by me" followed by your full name in the Signature field below. For example: Signed by me, Jane Smith.

Name \_\_\_\_\_

Position \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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## WORKS INFORMATION

	Title of Composition	Composer(s) and Arranger(s)	Copyright Owner
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02...			
03...			
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# COPYRIGHT OWNERSHIP INFORMATION REQUEST



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## CONDITIONS FOR THE PROVISION OF COPYRIGHT OWNERSHIP INFORMATION

AMCOS agrees to provide the information requested by the Applicant on this form on the following terms and conditions:

### 1. DEFINITIONS

**The Applicant** is the person or entity on whose behalf this Copyright Ownership Research Application Form has been completed.

**Copyright Owner** means the owner or licensee of the right to reproduce the musical work in Australia.

### 2. APPLICANT TO COMPLETE FORM

The Applicant must deliver a completed application (except the part of the form under the heading "Copyright Owner") to AMCOS. Incomplete applications will not be processed.

As there may be many different musical works with the same title, the Applicant must indicate the name of the composer for the work (and the arranger if the Applicant is seeking information about an arrangement of a musical work: see clause 8). Where the Applicant cannot provide composer details, the Applicant must enter the name of the artist who has recorded the work in question and the name of the record company, by stating: "Recorded by (*artist name*) through (*record company name*)".

If the Applicant provides an artist name and record company name but has not provided the name of the composer (and/or arranger), the Applicant acknowledges that the accuracy of any information supplied by AMCOS may be affected and the Applicant must seek independent verification.

### 3. PROVISION OF INFORMATION

Information will be provided by AMCOS via **email**, to the email address nominated.

The Applicant acknowledges that information is provided according to AMCOS records at the date on which the application is processed and AMCOS records are subject to change on a daily basis. Therefore, the information provided by AMCOS may no longer reflect the ownership of the musical work at the date on which the Applicant reproduces the musical work. The Applicant acknowledges that AMCOS will not advise the Applicant of any changes.

### 4. NO AUTHORISATION AND APPLICANT TO CONFIRM

The provision of information by AMCOS does not constitute an authorisation of any kind to use the musical work in any manner whatsoever. Such authorisation can be obtained only from the owner or licensee of the relevant rights.

### 5. WARRANTY AND EXCLUSION OF LIABILITY

(a) If AMCOS breaches any conditions or warranties implied by law which cannot be excluded, AMCOS's liability for such breach will be limited, at AMCOS's option, to either:

- (i) resupply of the services; or
- (ii) payment to the Applicant of the cost of having the service resupplied.

AMCOS's liability will not be limited in this way where it is not fair or reasonable under the Trade Practices Act for AMCOS to rely on such limitation.

(b) The Applicant acknowledges and agrees that, subject to its rights as set out in paragraph 5(a), AMCOS is not liable for any loss, damage, claim or demand incurred or made by any person whether based in tort, contract or otherwise arising wholly or partly from reliance on information provided by AMCOS and whether caused directly or indirectly by error, omission, negligence or otherwise of AMCOS, its employees or agents.

### 6. PAYMENTS

The Applicant agrees to pay a fee of **\$55.00 plus GST** for the provision of Copyright Ownership Information. The fee of **\$55.00 plus GST** will cover research for up to and including **Eleven** compositions, with a fee of **\$5.00 plus GST** payable for research on every additional composition. An invoice for fees will be issued upon receipt of the completed application. The invoice is payable within seven days from the date of the invoice ("the Due Date").

### 7. INTEREST ON LATE PAYMENTS

Where the Licensed Party fails to pay the fee owing by the Due Date, the Licensed Party is liable for the payment of interest on the fee due, such interest to be calculated at the Prescribed Rate from the Due Date until the date of payment. The interest and the fee owing are to be paid by the Licensed Party by close of business on the 7th day after receipt of written notice from AMCOS advising the amount payable. In addition, the Licensed Party shall be liable for any legal costs incurred by AMCOS in recovering the fee and interest and shall pay such legal costs within seven (7) days of the date of the invoice issued by AMCOS. ('Prescribed Rate' means the Commonwealth Trading Bank of Australia base rate for that day (or the base rate of any other trading bank selected by AMCOS) or, in the absence of such a base rate, such equivalent rate as AMCOS shall determine in its reasonable discretion, plus a margin of 4.5%.)

### 8. ARRANGEMENTS AND ADAPTATIONS

The Applicant acknowledges that arrangements and other adaptations of a musical work may be protected by a separate copyright. The Applicant also acknowledges that in most cases where the Applicant has sourced the musical work from a commercial recording, the work on the recording will usually be protected as an arrangement or adaptation of the original musical work. If the Applicant wishes to use any arrangement or adaptation of a musical work indicated on the form, he or she must seek further information on the ownership of copyright in such arrangements or adaptations. The name of the composer of the musical work and the name of the arranger/adaptor must be provided in all such situations.