

2017-2018 DOMESTIC USE VIDEO

LICENCE APPLICATION – SINGLE EVENT



Enquiries (02) 9935 7900 nonretlic@apra.com.au www.apraamcos.com.au

Please note: This Application may only be used for applications submitted between 1 July 2017 - 30 June 2018. 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. APRA owns or controls the exclusive right of communication to the public to the public in a large number of musical works and associated lyrics in Australia.
- C. ARIA has the non-exclusive right in Australia to license the reproduction and communication of sound recordings owned or controlled by its licensors for certain purposes.
- D. 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 to communicate such videos online to its customers from its password protected website.
- E. APRA, AMCOS and ARIA have agreed to grant a licences on the terms contained in this agreement.

TOP-UP LICENCE FOR AN ANNUAL DOMESTIC USE VIDEO LICENCE (IF APPLICABLE)

If you have an Annual Domestic Use Video Licence and are using this application to supplement licensing requirements for a particular production, please enter your licence number in the box provided. You will be charged **\$6.73** (GST inclusive) for each copy of an Authorised Video over the limit of your existing annual licence scheme (20 for Standard, 30 for Standard Plus agreement).

Annual licence number (if applicable)

SINGLE EVENT VIDEO LICENCE FEES - 2017/2018

Total Number of Copies	Licence Fee Rates (GST inclusive)	Amount Payable
	1 to 5 copies of Authorised Videos = \$63.91 (Base Pack)	\$
	up to 20 copies of Authorised Videos = \$63.91 (for Base Pack) + \$7.55 for each extra copy thereafter	\$
	more than 20 copies of Authorised Videos = \$177.16 (for the first 20 copies) + \$6.34 for each extra copy thereafter (Extended Pack)	\$
	additional fee for Website Licence = +\$44.00 (for 12 months) (please note that Website Licence option is not available without purchase of a Base Pack or Extended Pack and applies only to those copies made under those packs)	\$
Total Amount payable to AMCOS		\$

EVENT TYPE - Please indicate the category that most closely describes the event being recorded	
<input type="checkbox"/> Wedding	<input type="checkbox"/> Birth or Christening
<input type="checkbox"/> Birthday Party	<input type="checkbox"/> Sporting Event
<input type="checkbox"/> Personal holiday or events or tours	<input type="checkbox"/> Funerals or pre-recorded wills
<input type="checkbox"/> Transfer of home movies or photographs onto video	<input type="checkbox"/> School event or function

NOTES TO THE APPLICATION:

APRA AMCOS issues this licence on behalf of itself and ARIA. Upon receipt of this licence application together with your payment for the full and correct amount, you will be granted a licence for the use of the licensors' music in an Authorised Video of individuals involved in an event where the recipients of the Authorised Video recording are the individuals of whom the Authorised Video recording was made - for their private and domestic viewing only.

YOUR SIGNATURE ON THIS LICENCE APPLICATION IS YOUR UNDERTAKING TO BE BOUND BY THE RESTRICTIONS LISTED ON THE FRONT PAGE OF THIS APPLICATION AND THE TERMS AND CONDITIONS SET OUT BELOW

Your receipt of the executed licence does not protect you from any action taken by a copyright owner should you operate outside those restrictions or the terms and conditions

NAME OF APPLICANT	<hr/>		
	COMPANY/PARTNERSHIP/SOLE TRADER		
BUSINESS NAME (IF APPLICABLE)	<hr/>		<hr/>
	BUSINESS NAME		ABN
NAME AND DATE OF EVENT (E.G. SMITH WEDDING)	<hr/>		<hr/>
	NAME OF EVENT		DATE
BUSINESS PHONE	<hr/>		<hr/>
	PHONE		MOBILE
BUSINESS ADDRESS	<hr/>		<hr/>
	ADDRESS	STATE	POSTCODE
STREET ADDRESS	<hr/>		<hr/>
	ADDRESS	STATE	POSTCODE
EMAIL ADDRESS	<hr/>		
	EMAIL ADDRESS		
SIGNED BY APPLICANT	<hr/>		<hr/>
	SIGNATURE		DATE
	<hr/>		<hr/>
	PRINT NAME IN FULL		POSITION

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1. DEFINITIONS

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

APRA means Australasian Performing Right Association Limited;

APRA Works means all musical works, including any words normally associated with those works by the copyright owner for Australia, in which the right of communication to the public is controlled by APRA for the purposes of this agreement;

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 and amended from time to time.

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

- (a) weddings, birthdays, births, funerals or pre-recorded wills;
- (b) personal holiday events or tours;
- (c) transfer of home movies or photographs onto video;
- (d) school event or function; and

(e) 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.

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;

Purpose means in respect of Authorised Videos, 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, CD-Rom USB formats and private devices of the Licensee's clients for the Purpose.

2. LICENCE

Subject to the terms of this agreement, APRA, AMCOS and ARIA grant the Licensee a non-exclusive licence within Australia to (a) reproduce AMCOS Works and ARIA Recordings into the soundtrack of an Authorised Video and to provide the relevant number of licensed copies of the Authorised Videos to clients, including by electronic transmission; (b) subject to the payment of the Website Licence fee, make available the Authorised Videos containing APRA Works and/or ARIA sound Recordings available for viewing for no longer than 12 months on password protected websites owned or operated by the Licensee, only for the Purpose.

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 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 the number of Authorised Video copies as permitted under the selected licence category.

3.2 The grant under clause 2 does not include or authorise:

- (a) the right to upload to or make available on any social media platform any Authorised Video, APRA Work, AMCOS Work or ARIA Recording;
- (b) the right to record a staged event (including a play, ballet or opera) whether or not the right to perform the musical works in public was controlled by APRA; or
- (c) the right to record a staged event (including a play, ballet or opera) whether or not the right to perform the sound recordings in public was obtained;
- (d) the right to perform (including by way of exhibition or screening) an Authorised Videos in public;
- (e) the communication or reproduction of any musical work in association with new or substituted lyrics;
- (f) the communication or reproduction of any music videos;
- (g) the communication or reproduction of any musical work in graphic form;
- (h) the reproduction of any AMCOS Work or ARIA Recording into an advertisement;
- (i) the reproduction of any ARIA Recording in any way where it could be inferred that there is an association between the Licensee and the ARIA Recording and/or the artist who performed the ARIA Recording;
- (j) the reproduction or communication of any audio-only material;
- (k) the making of an adaptation or parody of any work; or
- (l) the communication of any grand right work or any choral work more than 20 minutes duration in its entirety.

3.3 Nothing in this agreement constitutes a consent by the authors of works in relation to any act or omission contrary to their moral rights.

4. LICENCE FEES

4.1 The Applicant must calculate and pay the Licence Fee to APRA AMCOS on submission of the Application;

4.2 APRA AMCOS must issue a tax invoice to the Applicant for Licence Fees payable within 14 days of receipt of the licence application.

4.3 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.

4.4 APRA AMCOS must account to ARIA for its share of the Licence Fee as agreed between APRA AMCOS and ARIA.

5. MISCELLANEOUS

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

5.2 Each Authorised Video supplied must display the following notice: "This video is for private domestic viewing only. No further reproductions may be made without the permission of APRA AMCOS and ARIA"