

# 2017-2018 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 2017 and 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 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.

**Domestic Use Video Licence - Licence Year Rates - 2017/2018**

Licence period from	Standard up to 20 copies of each Authorised Video (GST Inclusive)	Standard Plus up to 30 copies of each Authorised video (GST Inclusive)	+ Additional Units up to 100 additional copies of each Authorised Video capped at 10 events (GST Inclusive)	+ Website Licence Additional password protected online use (GST Inclusive)
July 2017	\$564.25	\$805.22	\$112.38	\$385.00
August 2017	\$517.22	\$738.12	\$103.02	\$352.92
September 2017	\$470.20	\$671.02	\$93.66	\$320.84
October 2017	\$423.18	\$603.91	\$84.28	\$288.75
November 2017	\$376.16	\$536.81	\$74.92	\$256.67
December 2017	\$329.14	\$469.71	\$65.55	\$224.59
January 2018	\$282.12	\$402.61	\$56.19	\$192.50
February 2018	\$235.09	\$335.51	\$46.83	\$160.42
March 2018	\$188.08	\$268.40	\$37.46	\$128.34
April 2018	\$141.05	\$201.30	\$28.09	\$96.25
May 2018	\$94.04	\$134.20	\$18.72	\$64.16
June 2018	\$47.01	\$67.10	\$9.36	\$32.09

Month from which you require coverage:

Type	Licence Required (Please tick)	Amount Payable
Standard	<input type="checkbox"/>	\$
Standard Plus	<input type="checkbox"/>	\$
+ Additional Units	<input type="checkbox"/>	\$
+ Website Licence	<input type="checkbox"/>	\$
<b>Total Amount payable</b>		<b>\$</b>

**Please Note:** This licence is valid for an unlimited number of events during each Licence Year, however, if you have opted for the Standard licence category a limit of 20 copies per Authorised Video applies or 30 copies per Authorised Video if you have opted for the Standard Plus licence. The "Additional Units" option, if selected, entitles you to manufacture/copy a maximum total quantity of 100 extra units per Authorised Video for up to 10 Authorised Videos per Licence Year in addition to the maximums under the Standard or Standard Plus. If more copies are required for a given event, you will need to obtain a Single Event Domestic Use Video Licence. The Website Licence Option only permits Authorised Videos to be made available via password protected websites owned or operated by the Licensee. The Website Licence is in addition to the Standard / Standard Plus and any Additional Units.

**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** \_\_\_\_\_  
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 interest rate for overdrafts as published by the Reserve Bank of Australia (as identified by the RBA's mnemonic FILRSBVOO) plus 2 percentage points, calculated on daily rests from the due date to the date of payment;

**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.

**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 specified as when coverage is required 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 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 for each Licence Year 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; and (b) subject to payment of the fee for the Website Licence, make available the Authorised Videos containing APRA Works and/or ARIA Recordings for viewing 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 Licence Fee must be paid in advance for each Licence Year and is calculated in accordance with the relevant rate for the scheme as specified on the front of this agreement.

4.2 On 1 July of each Licence Year after the first Licence Year the GST exclusive rates will be increased by the percentage increase in the CPI between the last 2 December Quarters.

4.3 APRA AMCOS must issue a reassessment notice to the Licensee for each Licence Year after the first Licence Year.

4.4 The Licensee must complete the reassessment notice within 14 days of receipt.

4.5 APRA 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 by the due date, APRA AMCOS without limitation to its rights under this agreement, may issue a tax invoice for provisional fees based on the Licence Fee for the Licensee's 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 APRA AMCOS interest at the Agreed Rate on each amount outstanding under this agreement.

4.9 APRA AMCOS must account to ARIA for its share of the Licence Fee as agreed between APRA 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 APRA AMCOS under this application can be properly ascertained.

5.2 APRA 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 agreement, 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 specified as when coverage is required 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;
- (b) goes into liquidation, has a receiver or receiver and manager appointed to it or any part of it, 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 APRA 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.

7.2 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"