

# APRA Licence Application

## SPORTING CODE



Please complete the relevant section(s), sign and return to: PO Box 6315, Wellesley Street, Auckland 1141 or fax (09) 623 2174.

I/We the undersigned apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's Repertoire, whether live or by the means of recorded music, at the Events.

### Rates

The amount payable is calculated at 2 cents per person admitted to the Events, subject to a minimum fee of \$50.00\*.  
The advance amount payable is calculated as follows:

Annual number of people admitted to the Events  x 0.02 = \$

\*The rates set out above are current from 1 July 2010 to 30 June 2011. Amounts stated on this application are exclusive of GST.

Name of Applicant COMPANY / PARTNERSHIP / SOLE TRADER \_\_\_\_\_  
APPLICANT

Name of Sporting Code \_\_\_\_\_

Address of Applicant \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
POSTCODE

Address for Correspondence ADDRESS \_\_\_\_\_ EMAIL \_\_\_\_\_  
\_\_\_\_\_ POSTCODE \_\_\_\_\_ MOBILE \_\_\_\_\_

Applicant's Companies Office Number \_\_\_\_\_ PHONE \_\_\_\_\_

Date on which music usage commenced COMMENCEMENT DATE \_\_\_\_\_ FAX \_\_\_\_\_

Signed by/on behalf of the Applicant SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
\_\_\_\_\_ PRINT NAME IN FULL \_\_\_\_\_ POSITION OF PERSON SIGNING

This application form will only constitute a Licence Agreement when the applicant receives a signed agreement from APRA. APRA may refuse to grant a Licence Agreement where the information contained in this application is incorrect or incomplete.

### OFFICE USE ONLY

LICENCE NO \_\_\_\_\_ GST EXCLUSIVE FEE \_\_\_\_\_ RECEIVED \_\_\_\_\_ PREMISES TYPE CODE \_\_\_\_\_ DATE \_\_\_\_\_

# APRA Licence Agreement

## SPORTING CODE

### 1. SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.2 The licence in clause 1.1 does not include or authorise:
- (a) the public reception of any performance beyond the precincts of the premises where the Events take place;
  - (b) the performance of Grand Right Works in their entirety;
  - (c) the performance in whole or in part of any musical work in a Dramatic Context;
  - (d) the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
  - (e) the performance of any choral work of more than 20 minutes' duration in its entirety;
  - (f) the performance of any music and associated words so as to burlesque or parody the work;
  - (g) the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
  - (h) the performance of any sound recording (this permission is obtained from Phonographic Performances (NZ) Limited); or
  - (i) any other right not expressly granted under this agreement.

### 2. DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's notice terminating on the anniversary of the expiry of the initial period.

### 3. CALCULATION OF AMOUNT PAYABLE

- 3.1 The Applicant must pay APRA, for each Licence Year, the amount calculated in accordance with the formula specified on the front of this agreement using:
- (a) the annual rates current for that Licence Year; and
  - (b) the number of persons admitted to Events during that Licence Year.
- 3.2 On 1 July each year, the GST exclusive annual rate will be calculated by increasing the then current GST exclusive annual rate by the percentage increase in the Consumer Price Index between the last 2 March Quarters.

### 4. SUPPLY OF INFORMATION

- 4.1 The Applicant must notify APRA no later than 14 days prior to the first Event of each Licence Year of the date and location of each Event scheduled to take place in that Licence Year.
- 4.2 The Applicant must notify APRA within 14 days after the last Event of each Licence Year of the number of people admitted to Events during the Licence Year.
- 4.3 The Applicant must notify APRA within 28 days of any change to the particulars on the front of this agreement.
- 4.4 The Applicant must, on request by APRA, supply APRA with a list of all music performed at each Event in the form and for the period specified by APRA from time to time.

### 5. PAYMENTS

- 5.1 At the commencement of each Licence Year, APRA will issue an invoice for a provisional amount payable:
- (a) for the first Licence Year, calculated in accordance with the formula and using the information supplied by the Applicant on the front of this agreement; and
  - (b) For each subsequent Licence Year, calculated in accordance with the formula on the front of this agreement and using the information supplied by the Applicant under clause 4.2 for the previous Licence Year.
- 5.2 The Applicant must pay any invoice issued by APRA under clause 5.1 within 14 days after the date of the invoice.
- 5.3 On APRA's receipt of the information under clause 4.2, APRA must calculate the amount payable for the immediately preceding Licence Year in accordance with clause 3.
- 5.4 If the amount payable for a Licence Year exceeds the provisional amount paid by the Applicant under clause 5.1, the Applicant must pay the excess to APRA within 14 days after the date of the invoice.
- 5.5 If the amount payable for a Licence Year is less than the provisional amount paid by the Applicant under clause 5.1, APRA must at its option either credit or refund the amount of difference to the Applicant.
- 5.6 On APRA's receipt of the information under clause 7, APRA may issue an invoice for any additional amount payable. The Applicant must pay any invoice issued under this clause within 14 days after the date of the invoice.
- 5.7 The Applicant must pay to APRA interest at the Agreed Rate on each amount outstanding under this agreement.

### 6. RECORDS

The Applicant 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.

### 7. AUDIT OR EXAMINATION

- 7.1 APRA may on 14 days' notice to the Applicant audit or examine the Applicant's books of account 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 Applicant to provide statements in accordance with clause 4.2, to obtain information required to be provided under that clause.

- 7.2 The Applicant must pay the cost of the examination if the examination:
- (a) establishes that the amounts payable under this agreement were understated by more than 10%; or
  - (b) is undertaken under clause 7.1(b).

### 8. CONFIDENTIALITY

- 8.1 Subject to clause 8.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.

- 8.2 APRA may disclose the information to its auditors and other professional advisers.

### 9. TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- (a) fails to pay any sum when due under this agreement within 14 days after the due date;
- (b) breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- (c) being a corporation, 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
- (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

### 10. DEFINITIONS

In this agreement:

**Agreed Rate** means the interest rate for overdrafts of \$100,000 or more charged by the Bank of New Zealand plus 2 percentage points, calculated on daily rests from the due date to the date of payment.

**Consumer Price Index** means the Index of that title All Groups published by the New Zealand Department of Statistics and **March Quarter** means quarter year ending 31 March.

**Dramatic Context** means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

**Grand Right Work** means a musical work and associated lyrics written expressly for an opera, operetta, musical play, revue or pantomime.

**Licence Year** means any 12 month period commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

**Event** means a sporting event conducted or organised by the Applicant and notified to APRA in accordance with clause 4.1.

**Works within APRA's repertoire** means all musical works, including any words normally associated with those works by the copyright owner for New Zealand, the right of public performance of which is vested in APRA for New Zealand.

### 11. DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to the alternative dispute resolution mechanism approved by the New Zealand Law Society.

### 12. NOTICES

- 12.1 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; or
  - (c) sending it by facsimile to the facsimile number of the addressee,
- and the notice will be deemed to have been received by the addressee on receipt.
- 12.2 A facsimile is deemed to have been received on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the addressee.

### 13. MISCELLANEOUS

- 13.1 No waiver by APRA of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.
- 13.2 This agreement is personal to the Applicant. The Applicant must not assign any of its rights without the prior written consent of APRA.
- 13.3 This agreement may only be varied by the written agreement of the parties.
- 13.4 The Applicant agrees to pay all costs and expenses (including debt collection and legal costs on a solicitor/client basis) incurred by APRA in enforcing or attempting to enforce its rights under these terms and conditions.
- 13.5 This agreement must be construed in accordance with the laws in force in New Zealand and the parties agree to submit to the jurisdiction of New Zealand Courts.

### 14. PRIVACY NOTICE

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA and will not be disclosed to any third parties except in accordance with the privacy policy of APRA. The privacy policy can be obtained from APRA.

## OFFICE USE ONLY

SIGNED AS AGREED BY APRA

APRA accepts the application and grants a licence on the terms set out in this Licence Agreement.

For and on behalf of APRA  
by its duly authorised officer

SIGNATURE

DATE