

APRA Licence Application

LOW POWER RADIO / INTERNET SIMULCAST



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

I/We apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the communication of Works within APRA's repertoire where musical works are communicated via a non-commercial low power radio transmission.

Annual Rates

The fee referred to in paragraph 2 of the Agreement, shall be calculated on an annual basis at the rate of:

Please indicate which option relates to your use by ticking the relevant box below.

(i) Non-commercial low power radio transmission a fee of \$255.12 per annum (plus GST)*

or

(ii) Non-commercial low power radio transmission plus internet simulcast a fee of \$459.21 per annum (plus GST)*

*The annual rate set out above is current from 1 July 2011 to 30 June 2012.

Name of Applicant

COMPANY / PARTNERSHIP / SOLE TRADER

APPLICANT

Radio Station and Frequencies

Please indicate if you operate more than one Low Power Radio Transmission:
Any additional transmission of the same broadcast is subject to an additional fee at 50% of the full Low Power Radio Transmission fee of \$255.12 per annum (plus GST).

RADIO STATION AND FREQUENCY

2ND RADIO STATION AND FREQUENCY

Address

ADDRESS

EMAIL

Address for Correspondence

ADDRESS

()

MOBILE

()

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 New Zealand Ltd

Address: Unit 113, Zone 23, 21-23 Edwin St, Mt Eden, Auckland Mailing Address: PO Box 6315, Wellesley St, Auckland 1141.
Tel: (09) 623 2173 or 0800 692 772 Fax: (09) 623 2174 Email: licensenz@apra.co.nz Web: www.apra-amcos.co.nz

APRA Licence Agreement

LOW POWER RADIO / INTERNET SIMULCAST

WHEREAS

- A. APRA is the Owner or Exclusive Licensee or Authorised Agent for Composers, Authors and Publishers of Music and Affiliated Overseas Societies and other Copyright Owners, of the rights of communicating, performing in public and transmitting to Licensees to diffusion services in various musical works referred to as the 'APRA Repertoire'.
- B. The Licensee communicates a non-profit low-power radio transmission and/or internet simulcast and wishes to include works from APRA Repertoire.

IT IS AGREED

- Subject to the terms of this Agreement, APRA will not object to, or take any steps to prevent or restrain, the Licensee from communicating a sound transmission of the frequency specified in the schedule from the Station specified in the schedule any and every musical work (including any words associated therewith) for the time being in the APRA Repertoire.
- The Licensee will pay to APRA an annual fee at the times and in the manner set out in the Schedule.
 - On 1 July each year, the GST exclusive annual rates will be calculated by increasing the then current GST exclusive annual rates by the percentage increase in the Consumer Price Index between the last 2 March Quarters.
- The term, "gross earnings" means the aggregate of the sums charged out by or on behalf of the Licensee in respect of the sale of station time to advertisers without any deductions whatsoever; and shall include commissions and the like allowed or provided for in any manner by the Licensee to advertising agencies and others in respect of advertisements placed with the Licensee. Under this agreement the licensee is permitted to charge out no more than \$10,000.00 in advertising revenue per annum for the sole purpose of cost recovery.
- On or before the date specified in the Schedule (or such other date as may from time to time be agreed upon in writing) the Licensee each year will supply to APRA a statement, certified by the Licensee's Auditors to be correct, of the gross earnings of the Licensee during the preceding twelve months financial accounting period **AND** the Licensee further agrees that in the event of termination of this Agreement the Licensee will supply to APRA within on month thereafter a similar statement in respect of the period ending with the date of termination.
- The Licensee will:
 - not, without the express permission in writing of APRA, communicate any work in contravention of any notice given by APRA in accordance with Clause 7 hereof withholding or restricting the communicating of such work.
 - announce whenever practicable the title of each musical work communicated and the name of the composer.
 - at APRA's reasonable request, furnish to APRA a certified list of each and every musical work communicated without any exceptions or omissions whatsoever of such programmes as APRA may from time to time require by notice in writing **PROVIDED ALWAYS** that APRA may not make any unreasonable demands on the Licensee in relation to such certified lists.Such lists shall:
 - Specify every musical work communicated including featured music, themes, and mood music whether performed partially or in their entirety,
 - Be typewritten or computer printed and shall include in respect of each musical work the name/s of the composer, publisher, form of rendition, record manufacturer's catalogue number and the duration,
 - Where the performance is "live" this shall be indicated on the list,
 - The list for each day shall state the total duration of all works communicated on that day and the total duration of the communicated time of that day,
 - Such other information relating to the musical works as APRA may specify.
- This Agreement shall extend to and authorise:
 - The Licensee to relay from any place or places of public entertainment in the territory under APRA's jurisdiction and communicated performances of any musical work the subject of this Agreement (not being works in respect of which permission is withheld or restricted in accordance with Clause 7 hereof) **PROVIDING ALWAYS** that APRA's authority to perform the work in public has first been obtained.
 - In the event of the Licensee relaying programmes emanating from other stations (including Overseas Stations) such relaying shall be subject to all the terms and conditions of this Agreement in the same manner and in all respects as if the works so relayed had been originally communicated by the Licensee in ordinary course.
- APRA reserves the right to withhold permission to communicate or to restrict the communication of any works in its repertoire. It shall give notice in writing to the Licensee of any works permission to communicate that is withheld or restricted. APRA undertakes at all times to use its best endeavours to make the range of works that may be communicated as wide as possible.
- This Agreement shall not extend to or authorise:
 - the communication in their entirety of musico-dramatic works insofar as these consist of words and music expressly written therefore (eg operas, operettas, musical plays, revues, pantomimes).
 - the communication in their entirety of oratorios and large choral works (ie those of more than 20 minutes duration).

- the communication and/or the making of any adaptation or arrangement of works within the repertoire of APRA where such adaptation or arrangement has not been authorised in writing by the composer or publisher or other owner of the right of adaptation.
 - the communication as part of any advertising material works within the repertoire of APRA where such usage has not been specifically authorised in writing.
 - the communication by the Licensee of works within the repertoire of APRA in conjunction with or accompanied by any visual representation including television. Provided these provisions shall not prevent the Licensee from authorising the communication, either simultaneously or delayed, of the Licensee's programmes by any television station in New Zealand which has a current Agreement with APRA permitting performance of APRA's repertoire.
 - any act other than communication of musical works within the repertoire of APRA in terms of this Agreement AND it is hereby declared (and acknowledged by the Licensee) that this Agreement shall not prejudice the claims of any person (including APRA) in respect of other acts which may be infringements of copyright including (for example) the unauthorised:
 - Reproducing or importing productions of musical works in any material from (for example, recordings, sound tracks).
 - Publishing or importing publications of musical works.
 - Performing musical works in public.
 - Making any adaptation of musical works.
 - the communication of any music accompanied by any words other than those (if any) published or otherwise associated therewith by the copyright owner or of any musical work so as to parody or burlesque the work.
 - the communication of the works by any other means other than low power radio broadcast or direct simulcast of that broadcast on the internet from the Licensees own website.
- APRA hereby agrees to indemnify and keep indemnified the Licensee from and against claims for sound communication fees by the Authors, Composers or Publishers of the musical works for which the right of sound communication is granted by these presents.
 - The benefit of this Agreement shall not be assigned or transferred by the Licensee without the previous consent in writing of APRA but such consent shall not be withheld unreasonably by APRA.
 - Subject to Clause 12, this Agreement shall commence on the date specified in the Schedule and shall continue thereafter until determined by either party on 3 months written notice.
 - If the Licensee shall commit any breach of the provisions of this Agreement or fail to make any payment herein provided within 30 days of the due date, APRA may forthwith determine this Agreement by notice to the Licensee and there-upon this Agreement shall determine save as to the right of APRA to recover any moneys previously due hereunder.
 - Any Notice required to be given by one party to the other for the purposes of this Agreement under Clauses 11 and 12 shall be in writing and may be served by delivering it or posting it by registered letter to the last known place of business or registered office of such party in New Zealand. A Notice so posted shall be deemed to have been served when the Notice would in the ordinary course of posting be delivered.

SCHEDULE

- The fee referred to in paragraph 2 of the Agreement shall be paid annually in advance within 14 days of invoice by APRA.
- 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 its rights under these terms and conditions.
- If required in writing by APRA, the Station Manager shall confirm in writing the gross revenue for any specified annual period and this schedule may be amended accordingly.
- If payment is not made in respect of any annual period, without in any way affecting the right of APRA to recover any amount owing, the amount owing for that annual period, and any other periods for which payment is due, shall for the purposes of issuing proceedings, be deemed to be the same as the last month for which payment was received.
- The date for the supply of the Auditor's Certificate referred to in Paragraph 4 of the agreement shall be 30 September each year.
- The Agreement shall commence on the date stated on the first page of this Agreement and continue unless determined in terms of the Agreement.

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