

# APRA Licence Application Music on Hold



Please complete the relevant section(s), sign and return to: Locked Bag 5000, Strawberry Hills NSW 2012 or fax (02) 9935 7790.

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 by the use of radio, CD, tape or other storage device when operated by way of audio device on a telecommunication system to telephone callers on hold (**Communication**).

External Lines	Annual Fees per Location*	No. of Locations**	Total \$
1-5 lines	\$131.71		
6-10 lines	\$208.00		
11-25 lines	\$360.55		
26-50 lines	\$728.02		
51-100 lines	\$1,248.04		
101-200 lines	\$2,218.71		
201-300 lines	\$3,882.76		
301-400 lines	\$5,130.80		
Additional lines (above 400)	\$13.87 each		
<b>AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 10% GST.</b>			<b>Total \$</b>

\* The annual rates set out above are current from 1 December 2008 to 30 November 2009.  
\*\*Where multiple locations are to be covered under this Application, a schedule must be attached providing the relevant details of each location.

I acknowledge that I have read the terms attached to this application and agree to be bound by those terms should my application be accepted.

Name of Applicant

COMPANY/PARTNERSHIP/SOLE TRADER

Name of Business

BUSINESS NAME

Address

ADDRESS

POSTCODE

Address for Correspondence

ADDRESS

EMAIL

POSTCODE

MOBILE

Applicant's ABN

ABN

Applicants ACN

ACN

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

## Music on Hold



### 1. SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to Communicate 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 performance of any Works within APRA's repertoire;
  - (b) the Communication of Grand Right Works in their entirety;
  - (c) the Communication of any choral work of more than 20 minutes' duration in its entirety;
  - (d) the Communication of any music and associated words so as to burlesque or parody the work;
  - (e) the Communication of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
  - (f) the Communication of any sound recording (this permission is to be obtained from the Phonographic Performance Company of Australia Limited); or
  - (g) 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 Subject to APRA's right to reassess the licence fee under clause 3.3, the Applicant must pay APRA:
- (a) for the first Licence Year, an amount calculated in accordance with the annual rate current for that Licence Year for each Premises set out on the front of this agreement where music on hold is used; and
  - (b) for each subsequent Licence Year, an amount equal to the total of the annual rate current for that Licence Year for each Premises where music on hold is used as at the date of APRA's invoice under clause 6.
- 3.2 On 1 December 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 September Quarters.
- 3.3 On APRA's receipt of the information under clause 4, APRA may issue an invoice for any additional amounts payable.

### 4. SUPPLY OF INFORMATION

The Applicant must notify APRA within 28 days of any change to the particulars on the front of this agreement.

### 5. CONFIDENTIALITY

- 5.1 Subject to clause 5.2, 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.
- 5.2 APRA may disclose this information to its auditors and other professional advisers.

### 6. PAYMENT

The Applicant must pay the amount payable calculated in accordance with clause 3 for each Licence Year within 14 days after the date of APRA's invoice stating the amount payable for the Licence Year.

### 7. 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.

### 8. DEFINITIONS

In this agreement:

**Consumer Price Index** means the Index of that title All Groups Sydney published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and **September Quarter** means quarter year ending 30 September.

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

**Grand Right Work** means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

**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.

**Works within APRA's repertoire** means all musical works, including any words normally associated with those works by the Copyright owner for Australia, the right of Communication of which is owned or controlled by APRA for Australia.

### 9. 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 Australian Competition Tribunal constituted under the Trade Practices Act 1974 in the Determination in relation to File Nos. 4 and 5 of 1998. Information about the mechanism can be obtained from APRA.

### 10. NOTICES

- 10.1 A notice under this agreement must be in writing and may be given to a party by:
- (a) delivering it to the address of the party;
  - (b) sending it by pre-paid post to the address of the party; or
  - (c) sending it by facsimile to the facsimile number of the party, and the notice will be deemed to have been received by the party on receipt.
- 10.2 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 party.

### 11. MISCELLANEOUS

- 11.1 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.
- 11.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- 11.3 This agreement may only be varied by the written agreement of the parties.
- 11.4 The Applicant must pay to APRA within 14 days after the date of an invoice issued by APRA an amount on account of stamp duties and taxes, arising in respect of this agreement.
- 11.5 This agreement must be construed in accordance with the laws in force in the State of New South Wales and the parties agree to submit to the jurisdiction of New South Wales Courts.

### 12. 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 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_