



AMCOS Casual Blanket Licence Application Form

This application form asks you to provide **personal and business information** about yourself and about your activities so that APRA|AMCOS can appropriately assess your application for a licence for the reproduction of musical works. The information you provide to us in this application will only be used in the ways disclosed in our Privacy Policy which is detailed at www.apra-amcos.co.nz.

SPECIAL NOTES:

- This is an application form only. This Application does not constitute a licence nor does it guarantee that a licence will be granted.
- Please be advised partially completed or unsigned application forms will NOT be processed.
- Applications submitted without payment, will not be processed. If AMCOS cannot provide you with the required licence, your payment will be refunded.

Applicant's Details

Business/Company/Partnership or Sole Trader Name:	
Trading Name (if different)	
Name of contact person	
Job Title of contact person	
Applicant's Street Address	
Applicant's Postal Address (if different from above)	
Website URL (if any)	
Phone number	
Mobile number	
Fax number	
Email address	

AMCOS New Zealand Limited (AMCOS)

Rights administered by APRA New Zealand Limited (APRA)

Address: Unit 113, Zone 23, 21-23 Edwin St, Mt Eden, Auckland – **Postal Address:** PO Box 6315, Wellesley St, Auckland 1141

Tel: (09) 623 2173 or 0800 692 772 – **Fax:** (09) 623 2174 – **Email:** amcosnz@apra.com.au – **Web:** www.apra-amcos.co.nz

TERMS AND CONDITIONS

1. Definitions

Advertisement means any audio, visual or audio-visual production which is an announcement designed to attract the attention of the public or any part of it to a product, service, person, organization or line of conduct;

AMCOS Works means all musical works and associated literary works for which AMCOS is entitled to grant the licence referred to in clause 2 of the Terms, except Production Music;

Licence Fee means the amount calculated in accordance with Schedule 2;

Production Music Work means any musical work for which AMCOS is also granted the right to licence the reproduction of the sound recording of that work.

Purpose means the purpose as outlined in Schedule 1 of this application.

Territory means New Zealand. All reproductions authorised under this licence must occur in New Zealand.

2. Grant

AMCOS grants the Licensee for the Term a non-exclusive licence to reproduce AMCOS Works excluding Production Music Works for the Purpose in the Territory. The licence granted under this clause is subject to

- a) clause 3 and 4,
- b) the source AMCOS Works used for the Purpose must be on recordings owned and legitimately purchased by the Licensee;
- c) full payment of the Licence Fee as per the self assessment table; and
- d) payment of any invoice referred to in Clause 5 within 14 days after the date of the tax invoice.

3. Prohibitions

The Licensee must not make an adaptation or a parody of an AMCOS Work or, except as may be specified in the schedule, change an AMCOS Work.

4. Limitations

The rights granted under clause 2 do not include or authorise:

- a) the right to communicate a work to the public or perform a work in public;
- b) the reproduction of any work into an Advertisement;
- c) the reproduction or communication of any musical works or lyrics in a graphic form (other than Karaoke Recordings);
- d) the right to reproduce any work or associated words to promote any product or service;
- e) the reproduction, performance or communication of any sound recording; or
- f) the audio recordings to be used for any other purpose including but not limited to the sale or distribution to individuals, record stores or venues.

5. Licence Fee

The Applicant must pay AMCOS the Licence Fee at the time of returning this application to AMCOS.

6. Breach

AMCOS may terminate this agreement immediately by written notice to the Licensee if the Licensee commits a breach of any term of this agreement and, if the breach is capable of remedy, fails to remedy the breach within 14 days of being required to do so in writing by AMCOS.

7. Expiry or termination

On the expiry or termination of this agreement, the Licensee must immediately stop using the AMCOS Works for the Purpose.

8. Limitation

AMCOS warrants that it has the right to grant this licence. If there is a breach of this warranty, AMCOS' liability is limited to repaying to the Licensee the Licence Fee.

9. No assignment

This agreement is personal to the Licensee and must not be assigned without AMCOS' prior written consent.

10. Variation

This agreement may only be varied by the written agreement of the parties.

11. Governing law

This agreement is governed by and must be construed in accordance with the laws of New Zealand.

12. Jurisdiction

Each party:

- a) irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New Zealand and all courts which have jurisdiction to hear appeals from them; and
- b) waives any right to object to proceedings being brought in those courts for any reason.

13. Government duties and taxes

The Licensee must pay to AMCOS at the same time as any Licence Fee is paid, including any goods and services tax, arising in respect of this agreement.

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 AMCOS and will not be disclosed to any third party except in accordance with the privacy policy of AMCOS. The privacy policy can be obtained from AMCOS.

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Proposed Scope of Work Covered By This Application

The AMCOS Casual Blanket Reproduction agreement has the following restrictions. Please read through these restrictions carefully, to ensure (i) you understand the restrictions noted in order that you are applying for the correct licence type; and (ii) the purpose of your proposed reproduction does not breach the conditions of the agreement. Please note that AMCOS may terminate your agreement immediately by written notice if the Applicant (you) commits a breach of any term of the agreement.

Restrictions (please refer to the guide for further information)

1. NO permission is given to communicate AMCOS Works to the public or perform AMCOS Works in public.
2. NO permission is given to reproduce AMCOS Works into an Advertisement.
3. NO permission is given to reproduce AMCOS Works or lyrics in graphic form (other than Karaoke Recordings).
4. NO permission is given to reproduce AMCOS Works or associated words to promote any product or service.
5. NO permission is given to Synchronise AMCOS Works with audiovisual matter.
6. The licence DOES NOT include the right to reproduce, perform or communicate Sound Recordings.
7. The copies you create under this agreement MUST NOT be used for commercial sale or distribution.
8. The source AMCOS Works reproduced must be on a recording owned and legitimately purchased by you.
9. The Term as specified on your application is not automatically renewed. Any extension of the Term will require a new application.
10. The copying of AMCOS Works under this Licence must occur in New Zealand (The Territory).

Please confirm your understanding and acceptance of the above Casual Blanket Licence restrictions and Terms & Conditions (noted on page 2).

SIGNATURE

DATE

POSITION

Schedule 1.

1. General Purpose of your application:

- Format Shift/Back up copying
- Rehearsal - providing copies to students for the purpose of rehearsal
- Musical accompaniment for performances
- Background Music
- Other, please specify. _____

2. Please advise the maximum number of AMCOS Works you expect to copy within the Term (you must not reproduce any more AMCOS Works under the agreement in the Term than you specify):

Maximum number of Audio works: _____

Maximum number of Karaoke works: _____

3. The Casual Blanket Reproduction Licence is granted for a specific term; please tick your preferred term and advise the commencement date of this licence:

- 6 months
- 12 months

Required commencement date: _____

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Schedule 2 - Self-Calculation of Applicable Licence Fees.

Licence fees are charged on a per-track basis – subject to a minimum invoiceable amount. The royalty/fee per-track (and minimum fee) is higher for karaoke works as it incorporates the “print royalty” – i.e. the reproduction of the lyrics in graphic form also. The per-track rate, for both audio and karaoke uses a sliding scale where:

- the first 2,000 works copied are charged at the highest rate;
- the next 2,001-5,000 works are charged at a lower rate; and
- copies over 5000 works are charged at the lowest rate.

The following table sets out the per-track rates, but which are subject to the following minimum charges

- \$67.50 (including GST) for Audio-only Tracks, and
- \$101.25 (including GST) for Karaoke Tracks

This minimum fee provides for 500 copies of either Audio-only tracks or Karaoke Tracks.

Per Track Rates (subject to GST)

Between 1 and 2,000 audio-only tracks = \$0.12 per track	Between 1 and 2,000 karaoke tracks = \$0.175 per track
Between 2,001 and 5,000 audio-only tracks - \$0.12 per track for the first 2,000 and - \$0.10 per track for the balance	Between 2,001 and 5,000 karaoke tracks - \$0.175 per track for the first 2,000; and - \$0.145 per track for the balance
For 5,000 and above audio-only tracks - \$0.12 per track for the first 2,000 - \$0.10 per track for between the 2,001 st and 5,000 th track; and - \$0.08 per track for the balance	For 5,000 and above karaoke tracks - \$0.175 per track for the first 2,000 - \$0.145 per track for between the 2,001 st and 5,000 th track; and - \$0.115 per track for the balance

Calculation table	Example Calculation	Fee:	Your Licence requirements	Tariff	Your Fee:
Audio:	5100 Audio Works				
Between 1 - 2000 works @ \$0.12 each	2000 x \$0.12 =	\$240.00		@ \$0.12	\$
Between 2001 -5000 Works @ \$0.10 each	3000 x \$0.10 =	\$300.00		@ \$0.10	\$
5000 + works @ \$0.08 each	100 x \$0.08 =	\$8.00		@ \$0.08	\$
TOTAL AUDIO ONLY LICENCE FEE	\$240+\$300+\$8.00 =	\$548.00			\$
Karaoke:	1500 Karaoke Works				
Between 1 - 2000 works @ \$0.175 each	1500 x \$0.175	\$262.50		@ \$0.175	\$
Between 2001-5000 Works @ \$0.145 each	n/a - under 2000 works	\$0.00		@ \$0.145	\$
5000 + works @ \$0.115 each	n/a - under 5000 works	\$0.00		@ \$0.115	\$
TOTAL KARAOKE LICENCE FEE		\$262.50			\$
Pre GST TOTAL	\$548.00 + \$262.50	\$810.50			\$
GST	Total x 12.5%	\$101.31			\$
Total including GST	\$810.50 + \$101.31	\$911.81			\$

OR

MINIMUM FEE - 500 AUDIO WORKS	\$67.50 (inc GST)	\$
MINIMUM FEE - 500 KARAOKE WORKS	\$101.25 (inc GST)	\$

Amount of enclosed payment:	\$
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