MUSIC DUBBING LICENCE APPLICATION

I/We apply for a licence from OneMusic which, subject to the terms set out on this and the reverse page, authorises the copying of Music within OneMusic's repertoire, in the circumstances and by the method(s) described below.

1 Annual fee

The annual licence fee is **$296.40** per premise

- The dubbing licence covers the reproduction and/or temporary storage (caching) of music copied for the purposes of public performance. This includes using music streaming services in your business, copying CDs or transferring music to digital devices for the purposes of playing in your business or organisation.
- This licence does not grant you permission from music streaming services to use their service in a business or commerical setting.
- Rates apply to the period 1 October 2019 – 30 September 2020.
- Rates increase by the Consumer Price Index (CPI) on the 1st October each year.
- Amounts stated on this application are inclusive of 15% GST.

2 Contact details and acknowledgement

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

Legal name of business or organisation (Applicant)

COMPANY* / PARTNERSHIP / SOLE TRADER / TRUST *Please ensure that the name listed here matches your Companies Office registration name exactly. COMPANIES OFFICE REG. NUMBER

Trading name of business or organisation (Applicant)

TRADING NAME

Address of premises

ADDRESS POSTCODE

Address for correspondence

ADDRESS POSTCODE

☐ TICK IF SAME AS ADDRESS OF PREMISES

EMAIL MOBILE PHONE

Date on which music usage commenced:

SIGNATURE DATE

COMMENCEMENT DATE PRINT NAME IN FULL POSITION OF PERSON SIGNING

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

3 Return this form to OneMusic by post or email (details below)

OneMusic LICENCE AGREEMENT

1. GRANT OF LICENCE

1.1 OneMusic (we, us, our) grants you a licence as set out in this agreement to Copy Music as described and based on the information you have provided in Section 1.

1.2 The licence does not cover:
- (a) Performance of the Music (you may need to obtain a separate licence);
- (b) the right to sub-licence anyone else to Copy the Music;
- (c) the right to engage in, authorise or permit the Performance, Communication, distribution or sale or Copying of any pirate, counterfeit or bootleg Music on or from the Premises, or Perform or Communicate Music that has been downloaded from sites on the internet that are engaged in the unauthorised supply of Music.
- (d) reproduction of the Music in connection with an advertisement (as that word is commonly understood);
- (e) any other rights not expressly granted.

1.3 Your licence starts on the first day of a month nearest the Commencement Date, and continues for successive one-year periods until terminated.

2. LICENCE FEES AND INFORMATION

2.1 While you continue to use the Music, at the start of each Licence Year you must pay us the amount in accordance with the formula specified, and using the information provided in Section 1.

2.2 At the start of each Licence Year we will issue to you an invoice for an amount payable:
- (a) for the first Licence Year, calculated in accordance with the formula specified and using the information supplied by you in Section 1.
- (b) for each subsequent Licence Year, by applying the specified formula to:
  - i. the existing information in Section 1, where we have not requested an update (see clause 2.3);
  - ii. the updated information to Section 1, where we have requested an update (see clause 2.3); or
  - iii. our reasonable estimate of the information to be provided in Section 1 where we have requested an update (see clause 2.3) but you have failed to provide such information.

2.3 You may be required for the first Licence Year and may for subsequent Licence Years be required to confirm or update the information initially provided by you in Section 1.

2.4 You must pay any invoice issued by us under this agreement within 14 days after the date of the invoice. If you fail to pay any invoice by the due date you must also pay interest at the Agreed Rate on each amount outstanding under this agreement.

2.5 On 1 October 2020 and each year thereafter, the GST exclusive annual rates will be calculated by increasing the then current GST exclusive rates by the percentage increase in the CPI between the last two June Quarters.

2.6 If you fail to pay any invoice after we provide notice to you, and we take steps to recover amounts outstanding under this agreement, and we incur expenses or legal costs in doing so, these amounts will be recoverable from you as a debt.

3. AUDIT OF INFORMATION IN SECTION 1

3.1 We may on 14 days' notice to you audit or examine your books of account and other records which you must keep with sufficient detail and accuracy to enable us to properly determine the correctness of any report or payment under this agreement.

3.2 You must pay the cost of the examination if the examination establishes that the amounts payable under this agreement were understated by more than 10%.

4. CONFIDENTIALITY AND PRIVACY

4.1 Subject to clause 4.2, we agree to treat as confidential, during and after the term of this agreement, all information provided by you that can properly be regarded as confidential and is not in the public domain.

4.2 We may disclose the information to our licensing partners, auditors and other professional advisers. Information you provide may also be aggregated to provide industry statistics for publication.

4.3 In all other respects, information will be retained pursuant to our privacy policy – as published on our website at www.onemusicnz.com.

5. TERMINATION

5.1 After the first Licence Year, either party may terminate the agreement by 1 month's notice.

5.2 We may immediately terminate this agreement by notice to you if you:
- (a) fail to pay any sum when due under this agreement within 14 days after the due date;
- (b) breach any other term of this agreement and fail to remedy the breach within 7 days after being requested in writing to do so by OneMusic;
- (c) being a corporation, go into liquidation, have a receiver or receiver and manager appointed to you or any part of your assets, enter into a scheme of arrangement with creditors or suffer any other form of external administration; or
- (d) being an individual, commit any act of bankruptcy or enter into a scheme of arrangement with creditors.

6. DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute for determination as detailed on our website at www.onemusicnz.com.

7. NOTICES

7.1 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, and will be deemed received at the time of delivery; or
- (b) sending it by pre-paid registered post to the address of the addressee, and will be deemed received on the 3rd day after posting; or
- (c) sending it by email to the email address of the addressee notified by the addressee for this purpose, and will be deemed received immediately after dispatch.

8. OTHER PROVISIONS

8.1 No waiver by us 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.

8.2 You must not assign any of your rights under this agreement without our prior written consent.

8.3 This agreement may be varied by us from time to time to ensure best industry practice. Any amendments will apply 30 days from when these terms and conditions are updated on our website at www.onemusicnz.com.

8.4 This agreement will 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.

9. DEFINITIONS

Agreed Rate means the interest rate for overdrafts charged by the Bank of New Zealand plus 2% points calculated on daily rests from the due date to the date of payment.

AMCOS Works means all musical works, including and words normally associated with those works and by the Copyright Owner in New Zealand, the right of reproduction (i.e. Copying) of which for the purposes of this agreement are controlled by AMCOS New Zealand Limited in New Zealand.

APRA Works means all musical works, including any words normally associated with these works by the Copyright Owner for New Zealand, the right of Performance and Communication of which are controlled by APRA New Zealand Limited (APRA) in New Zealand.

Communication means to transmit or make available by means of a communication technology, including by means of a telecommunications system or electronic retrieval system, and **Communicate** has a corresponding meaning.

Copying shall have the meaning given to that term in the Copyright Act 1994. For the ease of present requirements, in relation to Music, Copying means reproducing, recording or storing the Music in any material form (including any digital format, in any medium and by any means), and **Copy** or **Copies** has a corresponding meaning.

Copyright Owner means any person, firm, Participant or company who or which from time to time has assigned its rights to APRA, AMCOS or Recorded Music New Zealand Limited to collect Performance, Communication, and reproduction licence fees on their behalf in respect of the Music Performed, Communicated or Copied in New Zealand.

Commencement Date means the date specified in Section 2.

CPI means the Consumer Price Index of that title All Groups published by the New Zealand Department of Statistics and June Quarter means quarter year ending 30 June

Licence Year means any 12 month period or part thereof 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.

Music means Works, Sound Recordings and Video/Film Recordings in which the rights of Performance, Communication and Copying are controlled by APRA, AMCOS or Recorded Music New Zealand Limited, for the purposes of this agreement.

Participant means any person, firm or company who or which from time to time has been admitted either before or during the Licence Year as a participant of Recorded Music New Zealand's direct-to-artist royalty scheme.

Performance means a performance of Music at or in a place to which the public have access whether by invitation or upon payment of a fee or otherwise, and **Perform** has a corresponding meaning.

Premises means premises owned or occupied by you and being those listed in Section 2 above.

Sound Recordings means all sound recordings by the Copyright Owner for New Zealand, the right of Performance, Communication and reproduction of which are controlled by Recorded Music New Zealand Limited in New Zealand.

Video/Film Recordings means each music video or film presented in conjunction with Sound Recordings by the Copyright Owner, the right of Performance and Communication of which are controlled by Recorded Music New Zealand Limited in New Zealand.

Works means AMCOS Works and APRA Works.

OFFICE USE ONLY

SIGNED AS AGREED BY APRA NEW ZEALAND LIMITED TRADING AS ONEMUSIC

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

For and on behalf of OneMusic by its duly authorised officer

SIGNATURE _____ DATE _____

LICENCE NO. _____ GST EXCLUSIVE FEE _____ RECEIVED _____ PREMISES TYPE CODE _____

OneMusic