OneMusic NEW ZEALAND

FUNCTION ROOM LICENCE APPLICATION

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

- Rates apply to the period 1 October 2024 – 30 September 2025. Rates increase by the Consumer Price Index (CPI) on the 1st October each year.

1 Your premises details

1 In order to calculate your annual licence fee, please select one of the following two options, referring to the fee table at right:

☐ **A.** Annual licence fee per function space **OR** ☐ **B.** Licence fee per-day rate*
*Subject to a minimum annual fee of $102.88 per function room.

	FUNCTION ROOM NAME	SIZE IN SQUARE METRES	TOTAL NUMBER OF FUNCTIONS HELD EACH YEAR
1			
2			
3			
4			
5			

FUNCTION ROOM SIZE PER M²	A. ANNUAL FEE PER FUNCTION ROOM / EVENT VENUE	OR	B. ANNUAL FEE PER-DAY RATE PER FUNCTION ROOM / EVENT VENUE
0 - 49 m²	$356.80	or	$16.15
50 - 99 m²	$428.16	or	$17.39
100 - 149 m²	$513.79	or	$18.61
150 - 499 m²	$656.51	or	$19.85
500 - 999 m²	$1,070.35	or	$21.10
1000 - 1999 m²	$1,516.37	or	$22.33
2000 - 4999 m²	$2,183.59	or	$23.60
Each additional 2000m² (or part thereof)	$356.80	or	$16.15

2 Do you use a digital music service, download, digitise or copy music? (Music Dubbing) ☐ YES ☐ NO

MUSIC DUBBING ANNUAL FEE	$342.54 per premises

- Where more than five Function Rooms/Venues are to be covered under this application, please attach a schedule providing the relevant details of each additional Function Room/Venue.
- The licence enables you to select either an annual licence fee or an annual fee using the per-day rate. Your selection will apply to all Function Rooms/Event Venues noted in this Licence Application.
- If the annual fee per-day rate is selected, please indicate the estimated number of functions for the year.
- This licence does not apply if a) tickets are sold to the public or b) if fees are paid to performers exceed $5,000 (excl GST). The promoter or event producer will need to obtain the appropriate event licence from both APRA and if sound recordings are used, Recorded Music NZ.
- The **Function Room/Venue area** is defined as the public area where music is audible and is measured in square metres.
- **Music Dubbing** covers the reproduction and/or temporary storage (caching) of music copied for the purposes of public performance.
- Amounts stated on this application are inclusive of 15% GST.

2 Contact details and acknowledgement

LEGAL NAME OF COMPANY / PARTNERSHIP / SOLE TRADER / TRUSTEE(S) (Applicant)
Please match your Companies Office or other entity registration name exactly

COMPANIES OFFICE REG. NUMBER

TRADING NAME (Applicant)

When did you start playing music?

PHYSICAL ADDRESS

POSTCODE

LICENCE START DATE / /

POSTAL ADDRESS (Leave blank if the same as physical address)

POSTCODE

PHONE

EMAIL ADDRESS

MOBILE

SIGNATURE

DATE SIGNED / /

I acknowledge that I have read the terms on the following page (VERSION 01102024) and confirm that I am duly authorised to enter into this Licence Agreement and agree to be bound by those terms on this Applicant's behalf.

PRINT NAME IN FULL

JOB TITLE OR POSITION

The Licence Agreement becomes effective when OneMusic provides a tax invoice and confirms in writing to the Applicant that all required information (which is deemed part of the application and Licence Agreement) has been supplied and the application accepted. OneMusic may refuse to enter a Licence Agreement where the information in the application is incorrect or incomplete.

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

FUNCTION ROOM LICENCE AGREEMENT TERMS

OneMusic
VERSION 01102024

1. GRANT OF LICENCE

1.1 APRA New Zealand Limited trading as OneMusic (we, us, our) grants you a licence as set out in this agreement to Perform and Communicate Music and, if applied for, also 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 outside the Function Room / Venue (you may need to obtain a separate licence);
- (b) Any Performance where tickets are sold or fees paid to performers exceed $5,000 (ex GST). In such cases a separate APRA Event Licence will be required. In addition, if sound recordings are used, the permission of rights holders is required and this can be obtained via a Recorded Music NZ Special Event Licence;
- (c) the right to sub-license anyone else to Perform or Communicate the Music;
- (d) 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 Function Room / Event Venue, or Perform or Communicate Music that has been downloaded from sites on the internet that are engaged in the unauthorised supply of Music;
- (e) reproduction of Music in connection with an advertisement (as that word is commonly understood);
- (f) Performance of Music in any manner that could reasonably be regarded as suggesting an approval, affiliation or endorsement by an artist, songwriter, group or record label of any business or goods/services including a political party or cause;
- (g) the performance of Works
  - a) in conjunction with a presentation on the live stage that has:
    - (i) a storyline; and
    - (ii) one or more narrators or characters; or
  - b) as a Ballet; and
- (h) 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. This will be a provisional amount, subject to an adjustment (see clause 2.4) at the end of the first Licence Year; and
- (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 are 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 In the last 3 months of each Licence Year we may reassess your Music use in consultation with you. If the amount payable for the first Licence Year is more than the provisional amount paid by you for that year, we will send you an invoice for the difference, and you must pay that amount within 14 days after the date of our invoice. If the amount payable for the first Licence Year is less than the provisional amount paid by you for that year, we will at our option either credit or refund the difference to you.

2.5 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.

2.6 On 1 October each year, 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 prior.

2.7 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 in writing (including email).

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 any 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 and Communication licence fees on their behalf in respect of the Music Performed or Communicated 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

Function Room/Venue is a public area hired by third parties, where music is Performed, and is measured in square metres.

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.

Music Dubbing covers the reproduction and/or temporary storage (caching) of music copied for the purposes of public performance.

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 and Communication 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.