

DOMESTIC USE VIDEO ANNUAL LICENCE APPLICATION

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

- Rates apply to the period 1 October 2022 – 30 September 2023. Rates increase by the Consumer Price Index (CPI) on the 1st October each year.
- Amounts stated on this application are inclusive of 15% GST.

NOTE:

- An **Authorised Video** which may be made and then Copied under and pursuant to this Licence is more fully defined below but includes personal and family orientated functions or activities like:
 - Videos of domestic, private,
 - weddings;
 - birthday or other parties;
 - holidays;
 - births or christenings;
 - funerals or pre-recorded wills;
 - concerts where the recipients of the recording are the private individuals of whom the recording is made;
 - the transfer of home movies or photographs onto other formats;
 and any other similar Event where the Video is being made for and then copies supplied to an Authorised Audience for their private viewing at home or private surrounds or, if applied for and part of the Licence, streamed via a Password Protected Website.
- An **Unauthorised Video/Activity** is likewise more fully defined on the reverse and comprises all the type of videos or activities or uses not forming part of the definition of Authorised Video.
- In the event a Licensee is uncertain as to whether a Video or activity or use is permitted under this Licence, please call OneMusic on **0800 800 663**.

1 Licence fees - please complete as required

LICENCE TYPE	ACTIVITY FORMING PART OF THIS LICENCE	LICENCE FEE PER ANNUM	TICK IF REQUIRED
1. Standard Annual Licence Package	Unlimited number of Events, with a limit of 30 Copies of the Authorised Video per Event.	\$830.00	
2. Additional Units of Authorised Video Package	Where a Standard Annual Licence is held, the Licensee elects to add a maximum total quantity of 100 extra units of the Authorised Video for up to 10 Events.	\$127.71	
3. Additional Online Streaming Package via Password Protected Website	Where a Standard Annual Licence is held, the Licensee elects to add the ability to stream an Authorised Video online via a Password Protected Website	\$413.62	
TOTAL AMOUNT PAYABLE TO ONEMUSIC		\$	

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 01102022) 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)

DOMESTIC USE VIDEO ANNUAL LICENCE AGREEMENT TERMS

OneMusic
VERSION 01102022

1. GRANT OF LICENCE

- 1.1 Subject to the payment of each relevant Licence Fee and the continuing compliance with the terms and conditions of this Licence, APRA New Zealand Limited trading as OneMusic grants the Licensee the Licence to Copy Music into an Authorised Video for supply to an Authorised Audience in the territory of New Zealand.
- 1.2 Subject to the payment of the relevant Licence Fee (in this case being the Online Streaming Fee) and the continuing compliance with the terms and conditions of this Licence, APRA New Zealand Limited trading as OneMusic grants the Licensee the additional Licence to make an Authorised Video available to an Authorised Audience for viewing via a Password Protected Website from the territory of New Zealand.
- 1.3 This Licence does not cover nor permit the Licensee to Copy Music into an Unauthorised Video/Activity and any such Copying will be a material breach of this Licence.
- 1.4 This Licence starts on the first day of the month nearest the Commencement Date listed in Section 2 of this application form and continues for each successive Licence Year until such time as this Licence is terminated in accordance with the terms and conditions of this Licence or this Licence otherwise expires.

2. LICENCE FEES AND INFORMATION

- 2.1 If and while the Licensee continues to use Music then, at the start of each Licence Year, the Licensee must pay to OneMusic each Licence Fee applicable to the Licensee's activity or use.
- 2.2 At the start of each Licence Year, OneMusic will issue an invoice for an amount payable by the Licensee.
- 2.3 The Licensee will then pay the invoice issued by OneMusic under this Licence within 14 days after the date of invoice.
- 2.4 If the Licensee fails to pay any invoice by the due date for payment then the Licensee must also pay interest at the Agreed Rate on each amount outstanding under this Licence.
- 2.5 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.
- 2.6 If the Licensee fails to pay any invoice after OneMusic provides notice to the Licensee, and OneMusic is forced to take steps to recover amounts outstanding under this Licence, and it incurs expenses or legal costs in doing so, these amounts will also be recoverable from the Licensee as a debt.

3. AUDIT OF INFORMATION OVERLEAF

- 3.1 OneMusic may at any time, on 14 days' notice to the Licensee, audit or examine the Licensee's books of account and other records which the Licensee must keep with sufficient detail and accuracy to enable OneMusic to properly determine the correctness of any report or payment by the Licensee of the Licence Fees under this Licence.
- 3.2 The Licensee must pay the cost of the examination if the examination establishes that the amounts payable under this Licence were understated by more than 10%.

4. CONFIDENTIALITY AND PRIVACY

- 4.1 Subject to clauses 4.2 and 4.3 following, OneMusic agrees to treat as confidential, during and after the term of this Licence, all information provided by the Licensee that can properly be regarded as confidential and is not in the public domain.
- 4.2 OneMusic may disclose information to its licensing partners, auditors and other professional advisers.
- 4.3 Information provided by the Licensee may also be aggregated to provide industry statistics for publication.
- 4.4 In all other respects, information will be retained pursuant to OneMusic's privacy policy as published on its website at www.onemusicnz.com.

5. TERMINATION

- 5.1 After the first Licence Year, either party may terminate this Licence on 1 month's written notice (including email) to the other.
- 5.2 OneMusic may immediately terminate this Licence by written notice to the Licensee if the Licensee:
 - (a) fails to pay any sum when due under this Licence within 14 days after the due date for payment;
 - (b) breaches any other term of this Licence and fails to remedy the breach within 7 days after being requested in writing to do so by OneMusic;
 - (c) being a corporation, goes into liquidation, has a receiver or receiver and manager appointed to the Licensee or any part of the Licensee's assets, enters into a scheme of arrangement with its 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 that person's creditors.

6. DISPUTE RESOLUTION

- 6.1 If any dispute arises out of or in connection with this Licence, either party may submit that dispute for determination as detailed on OneMusic's website at www.onemusicnz.com.

7. NOTICES

- 7.1 A notice under this Licence must be in writing and must be given to the addressee by either:
 - (a) delivering it to the address of the relevant 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 relevant addressee, and will be deemed received on the 3rd day after posting; or
 - (c) sending it by email to the email address of the relevant addressee notified by the addressee for this purpose, and will be deemed received immediately after dispatch.

8. OTHER PROVISIONS AND INTERPRETATION

- 8.1 No waiver by OneMusic of any breach of any provision of this Licence operates as a waiver of another breach of the same or of any other provision of this Licence.
- 8.2 The Licensee must not assign any of its rights under this Licence without OneMusic's prior written consent.
- 8.3 The Licensee must ensure that the label surface or liner notes of every Authorised Video made under this agreement bears a prominent notice in the following terms: *Unauthorised copying, hiring, lending, public performance or communication to the public prohibited.*
- 8.4 This Licence may be varied by OneMusic from time to time to ensure best industry practice. Any amendments will apply 30 days from when these terms and conditions are updated on OneMusic's website at www.onemusicnz.com
- 8.5 This Licence 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.
- 8.6 The singular includes the plural and vice versa.
- 8.7 A reference to a person includes a natural person, partnership, joint venture, association, corporation or any other body corporate; and
- 8.8 Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.

9. DEFINED TERMS

In this Licence, unless otherwise proscribed, the following capitalised terms shall have the following meaning:

Advertisement means any production which is designed to attract the attention of the public or any part of it to a product, service, person, organisation or line of conduct and includes community service announcements.

Agreed Rate means the most recent interest rate for overdrafts as published by the Reserve Bank of New Zealand (RBNZ) (as identified by the RBNZ's Business Lending Rate B3 Retail interest rates) plus 2 percentage 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 by the Copyright Owner in New Zealand, the right of Copying of which for the purposes of this Licence are controlled by AMCOS New Zealand Limited (AMCOS) 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 public performance and communication (as defined in the Copyright Act 1994) of which are controlled by APRA New Zealand Limited (APRA) in New Zealand;

Authorised Audience means, the person (i.e. customer/client) who commissioned or paid the Licensee to make an Authorised Video on their behalf as well as all the respective friends, family and associates of such client or customer, provided the same access/view/utilize the Authorised Video strictly in accordance with the terms and conditions of this Licence and, without limitation, if viewing via on-line streaming, then via a Password Protected Website;

Authorised Video means and includes a video of any of the following private, personal, domestic and family orientated functions, activities or uses (Event), including:

- (a) weddings;
- (b) birthday or other parties;
- (c) the transfer of home movies or photographs onto another format;
- (d) holidays, events or tours;
- (e) births and christenings;
- (f) funerals or pre-recorded wills;
- (g) concerts, events or activities where the recipients of the recording are the private individuals of whom the recording is made;
- (h) any other similar type of event or activity similar to the above but not an Unauthorised Video/Activity;

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 form, in any medium and by any means), and **Copy/Copied/Copies** has a corresponding meaning;

Copyright Owner means any person, firm, participant or company who or which from time to time has assigned or licensed certain rights to APRA, AMCOS or Recorded Music New Zealand Limited to collect Copying licence fees on their behalf in respect of the Music Copied in the territory of New Zealand;

Commencement Date means the date specified in Section 2 of this application form comprising this Licence;

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;

GST means Goods and Services Tax payable pursuant to the Goods and Services Act 1985 and any amendments to such Act;

Licence means the grant of licence set out in clause 1 of this application form, which together with the information set out overleaf and the terms and conditions contained here, comprise and agreement between OneMusic as Licensor and the applicant as Licensee;

Licensee means the Person listed in Section 2 of this application form and any of the Licensee's permitted successors or assigns;

Licence Year means the 12 month period or part of the relevant year commencing on the day which is the first day of the month and nearest the Commencement Date or the anniversary of that date, as the case may be;

Music means Works and Sound Recordings in which the rights of public performance, communication (as contemplated by the Copyright Act 1994) and Copying are controlled by APRA, AMCOS or Recorded Music New Zealand, for the purposes of this Licence;

Password Protected Website means a website owned or controlled by the Licensee which allows the an Authorised Audience to view the relevant Authorised Video by means of streaming on the basis the same can only be accessed by password so is protected from general/open viewing to the public;

Production Music means any musical work for which AMCOS has granted the right to license reproductions of the Sound Recording of that work in New Zealand.

Sound Recording means all sound recordings by the Copyright Owner for New Zealand, the rights of public performance, communication and certain reproduction (as defined in the Copyright Act 1994) of which are controlled by Recorded Music New Zealand Limited pursuant to certain mandates granted by its members and participants;

Unauthorised Video/Activity means and includes the:

- (a) making and playing or showing of any corporate training or education videos;
- (b) sub-licensing of any other person to Copy Music (whether into a Video or not);
- (c) broadcast or playing of an Authorised Video in public. For the avoidance of doubt this includes making the Authorised Video available on any social media or third party platforms;
- (d) engaging in, authorising or permitting the Copying of any pirate, counterfeit or bootleg Music or Music that has been downloaded from sites on the internet that are engaged in the unauthorised supply of Music;
- (e) copying of any Music in connection with an Advertisement;
- (f) distributing or selling (including to the general public) of any Authorised Video for any purpose not expressly set out in the definition of Authorised Video;
- (g) reproduction of Production Music;
- (h) recording of any staged event (such as a play, ballet or opera) where the performance right in the musical works was granted by the Music Publisher either directly or through an agency agreement with the Australasian Performing Right Association (APRA) is not authorised under this Licence. Permission for such recording must be obtained directly from the Music Publisher (or their agent) from whom the performance licence was obtained; or
- (i) Any other activity not expressly granted elsewhere in this Licence.

Video means an audio-visual recording made onto VHS, DVC, DVD, VCD, Blu-ray, CD Rom, USB Formats and private devices of any one of the Authorised Audience; and

Works means together, both the AMCOS Works and APRA Works.