

I/We apply for a licence from Recorded Music NZ which, subject to both these terms and conditions and the payment of a licence fee/fees (**Licence Fee**) set out below, authorises the public performance of Sound Recordings at the Event within Recorded Music NZ's repertoire by any means whatsoever.

1 EVENT

| NAME OF EVENT | VENUE | DATE | TICKETED? | |
|---------------|-------|------|-----------|----|
| | | | YES | NO |
| 1 | | | YES | NO |
| 2 | | | YES | NO |
| 3 | | | YES | NO |
| 4 | | | YES | NO |
| 5 | | | YES | NO |

2 LICENCE FEES

| | |
|---------------------------------------|--|
| A. TICKETED EVENT | <p>The Licence Fee is calculated at:</p> <p>1.65% of Gross Sums Paid for Admission to the Event x Music Use Percentage, subject to a minimum fee of \$75.00 + GST</p> |
| B. EVENT WITH NO ADMISSION FEE | <p>The Licence Fee is calculated at:</p> <p>2% of Gross Expenditure on Performers at the Event, subject to a minimum fee of \$75.00 + GST</p> |

All fees noted are exclusive of GST

3 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

COMPANIES OFFICE NUMBER

Trading name of business or organisation (Applicant)

TRADING NAME

Address for correspondence

ADDRESS

POSTCODE

TICK IF SAME AS ADDRESS OF PREMISES

EMAIL

MOBILE

PHONE

SIGNATURE

DATE

PRINT NAME IN FULL OF PERSON SIGNING ON BEHALF OF APPLICANT

POSITION OF PERSON SIGNING

This application will constitute a Licence Agreement when the Applicant receives a signed agreement from Recorded Music NZ. Recorded Music NZ may refuse to grant a Licence Agreement where the information contained in this application is incorrect or incomplete.

4 RETURN THIS FORM BY EMAIL, POST OR FAX

EMAIL: info@recordedmusic.co.nz **POST:** Private Bag 78850, Grey Lynn, Auckland 1021, New Zealand **FAX:** 00 649 360 5086.

1. LICENCE

- 1.1 Recorded Music NZ (we, us, our) grants to you (the Applicant named on the front page) a licence to perform and communicate Controlled Recordings at your Event in the circumstances and by the methods described on page 1 of this Agreement.
- 1.2 The licence granted does not, however, include or authorise you to:
- (a) Copy any Controlled Recording into an advertisement (as that word is commonly understood);
 - (b) authorise anyone else to perform or communicate Controlled Recordings;
 - (c) synchronise Copied Controlled Recordings into audio-visual productions where direct permission from the relevant copyright holder is required;
 - (d) perform or communicate any AMCOS Works or APRA Works (this permission must be obtained from APRA NZ Limited or AMCOS NZ Limited); and
 - (e) anything else not expressly set out in this Agreement.

2. SUPPLY OF INFORMATION

- 2.1 The Applicant must supply a statement in the form attached and in accordance with clause 2.2, within 14 days after the Event:
- (a) for each ticketed Event:
 - (i) a statement of Gross Sums Paid for Admission; and
 - (ii) the Music Use Percentage,
 - (b) for each Event with no admission fee, the Gross Expenditure;
 - (c) a list of Controlled Recordings communicated or performed at or for the Event which must state:
 - (i) the title of the Sound Recording;
 - (ii) the name of the artist; and
 - (iii) the duration of each Sound Recording.
- 2.2 The statements set out in clause 2.1 must be certified by the Applicant or if the Applicant is a company, an officer of the company.

3. LICENCE FEE AND PAYMENT

- 3.1 On receipt of the information set out in clause 2, we must calculate the Licence Fee payable by you in accordance with the formula specified on the front page of this Agreement.
- 3.2 We will then issue an invoice to you for the Licence Fee payable.
- 3.3 The Applicant must pay any invoice issued by us within 14 days of the date of the invoice.
- 3.4 If you fail to pay any invoice by the due date, you must also pay interest at the Agreed Rate on each Licence Fee outstanding under this Agreement.

4. AUDIT

- 4.1 We may by giving you 14 days' notice to 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 information supplied or payment made by you under this Agreement.
- 4.2 You must pay the cost of the examination if the examination establishes that the amounts due from you were understated by more than 10%.

5. TERMINATION

- 5.1 We can end our Agreement with you immediately if you have:
- (a) failed to pay the Licence Fee, when due under this Agreement within 14 days after the due date for payment;
 - (b) breached any other term of this Agreement and failed to remedy the breach within 7 days after being requested in writing to do so by us; or
 - (c) gone 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 committed any act of bankruptcy, or enter into a scheme of arrangement with your creditors.
- 5.2 On termination, you must immediately cease communicating and performing Controlled Recording by any means.

6. DISPUTES

If we disagree on something then we will try and resolve the issue in good faith. If not, we can submit our dispute for determination by a mediator as detailed on our website at www.recordedmusic.co.nz.

7. CONFIDENTIALITY AND PRIVACY

- 7.1 Other than as detailed in clause 7.2 below, we both agree to treat as confidential, during and after the term of our Agreement, all information provided by either of us that can properly be regarded as confidential and is not in the public domain.
- 7.2 Recorded Music NZ can, however, disclose such confidential information to our licensing partners, auditors and other professional advisers and any information you provide may also be aggregated to provide industry statistics for publication.
- 7.3 In all other respects, information will be retained pursuant to our privacy policy as published on our website at www.recordedmusic.co.nz.

8. MISCELLANEOUS

- 8.1 Notices: Notices shall be sent to the last known address and deemed received within 5 working days.
- 8.2 Waiver: A failure by either party to exercise or a delay in exercising a right or remedy under this Agreement does not operate as a waiver of that or of any other right or remedy.
- 8.3 Assignment: You must not assign any of your rights under this Agreement without our prior written consent.
- 8.4 Variation: 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.recordedmusic.co.nz.
- 8.5 Governing law: New Zealand law applies to this Agreement and we both agree to submit to the exclusive jurisdiction of the New Zealand courts.

9. INTERPRETATION: The singular includes the plural and vice versa.**10. DEFINITIONS:** The capitalised terms below are used in this Agreement, as follows:

- Applicant** means you and includes your subsidiaries, and, where appropriate, its and their employees, agents and affiliates.
- 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 relevant 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 relevant copyright owner for New Zealand, the right of performance and communication of which are controlled by APRA New Zealand Limited (APRA) in New Zealand.
- Copying** shall have the meaning given to that term in the Copyright Act, 1994. For ease, in relation to music, Copying means reproducing, recording or storing Controlled Recordings in any material form (including any digital format, in any medium and by any means), and Copy has a corresponding meaning.
- Controlled Recording** means any Sound Recording which any Rights Holder exclusively owns or controls the rights in the Territory, or is authorised to grant rights to third parties in the Territory, which may vary from time to time during the term of this Agreement.
- Event** means the event or events specified on page 1 of this Agreement.
- Gross Sums Paid for Admission** means the total amount paid for admission to the Event, excluding Government taxes.
- Gross Expenditure** means the total amount paid for use of all Performers used at the Event, excluding Government taxes.
- Licence Fee** has the meaning set out in clause 3.
- Music Use Percentage** means the percentage of time Controlled Recordings are performed or communicated at the Event divided by the total duration of the Event.
- Performer** means a person carrying out a performance using recorded music (for instance a DJ or a performer using Sound Recordings as musical backing to a dance, theatrical or other performance.)
- Recorded Music NZ** means Recorded Music NZ Limited.
- Rights Holder** means any person, company or organisation that owns copyright, or has exclusive rights to copyright in any Controlled Recording.
- Sound Recording** has the meaning as set out in the Copyright Act 1994.
- Territory** means New Zealand only.

OFFICE USE ONLY

SIGNED BY RECORDED MUSIC NZ
Recorded Music NZ accepts the application and grants a licence on the terms set out in this Licence Agreement.

For and on behalf of
Recorded Music NZ by _____

SIGNATURE

DATE

Please complete and return within 14 days after the Event to:
Email: info@recordedmusic.co.nz or Private Bag 78850, Grey Lynn, Auckland

Name of Event _____

Date/s of Event _____

Location _____
VENUE NAME AND ADDRESS

Duration of Event _____

Duration of Sound Recording Use _____

| | TITLE OF SOUND RECORDING | ARTIST | RIGHTS HOLDER OF SOUND RECORDING/LABEL | DURATION OF SOUND RECORDING |
|----|--------------------------|--------|--|-----------------------------|
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Please attach any additional information as an attached schedule.

Signed by the Applicant _____

Full name of the person signing on behalf of the Applicant _____

Please complete and return within 14 days after the Event to:
Email: info@recordedmusic.co.nz or Private Bag 78850, Grey Lynn, Auckland

Name of Event _____
EVENT

Date/s of Event _____
PERFORMANCE DATE

Venue _____
VENUE NAME AND ADDRESS

Pursuant to the terms and conditions of the Licence Agreement between Recorded Music NZ Limited and the Applicant, the Applicant advises Recorded Music of the following Gross Sums Paid for Admission or Gross Expenditure for the Event, for the purpose of calculating the Licence Fees under the Licence Agreement.

A. Ticketed Event

Gross Sums Paid for Admission (Ex GST) _____

OR

B. Non-Ticketed Event

Gross Expenditure (Ex GST) _____

Signed by the Applicant _____

Full name of the person signing on behalf of Applicant _____