

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 on this and the reverse page, authorises the Copying of Sound Recordings within Recorded Music NZ's repertoire in the circumstances and by the methods described below.

## 1 REPRODUCTION LICENCE FEES

Up to 500 recordings	\$0.275 per recording
Between 500 -999 recordings	\$0.25 per recording
Between 1000 -1999 recordings	\$0.20 per recording
Between 2000 -2999 recordings	\$0.18 per recording
3000+ recordings	\$0.15 per recording
Minimum fee	\$75.00

All fees noted are exclusive of GST

### PLEASE NOTE THE PURPOSE OF YOUR APPLICATION:

<input type="checkbox"/>	Format shifting / back-up copying
<input type="checkbox"/>	Providing copies for the purpose of performance rehearsals
<input type="checkbox"/>	Musical accompaniment for performances
<input type="checkbox"/>	Other (please specify)

**Please advise the number of recordings you expect to copy within the next 12 month period**

## 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

COMPANIES OFFICE NUMBER

Trading name of business or organisation (Applicant)

TRADING NAME

Address of Applicant

ADDRESS

POSTCODE

Address for correspondence

ADDRESS

POSTCODE

TICK IF SAME AS ADDRESS OF APPLICANT

EMAIL

MOBILE

PHONE

Date on which copying commenced:

SIGNATURE

DATE

COMMENCEMENT 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 tax invoice 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.

## 3 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.

**WWW.RECORDEDMUSIC.CO.NZ**

## 1. GRANT OF LICENCE

1.1 Based on the information you have provided in Section 1, Recorded Music NZ (we, us, our) grants you for the Licence Year a licence as set out in this agreement to Copy Sound Recordings in the Territory. The licence granted under this clause is subject to;

- (a) the source recordings used for the Purpose must be Sound Recordings owned and legitimately purchased by the Licensee; and
- (b) full payment of the Licence Fee as per the fee schedule in Schedule 1.

1.2 At Recorded Music NZ's reasonable request, you will supply to Recorded Music NZ a certified list of each and every Sound Recording copied without any exceptions or omissions whatsoever as Recorded Music NZ may from time to time require by notice in writing provided always that Recorded Music NZ may not make any unreasonable demands on the Licensee in relation to such certified lists.

1.3 The licence granted pursuant to this agreement does not cover:

- (a) the right to sub-licence anyone else to Copy the Sound Recordings;
- (b) the right to Communicate a Sound Recording in public or perform a Sound Recording in public;
- (c) the Copying of any Sound Recording into an Advertisement;
- (d) the right to Copy any Sound Recording to promote any product or service;
- (e) the Copying, Performance or Communication of any AMCOS Works or APRA Works;
- (f) the Sound Recordings to be used for any other purpose than the Purpose, including but not limited to the sale or distribution to individuals, record stores or venues.
- (g) Synchronising Copied Sound Recordings into audio-visual productions where direct permission from the copyright holder is required; and
- (h) any other rights not expressly granted pursuant to this agreement.

1.4 Your licence as granted pursuant to this agreement starts on the Commencement Date as specified in Section 2, and continues for a 12 month period.

## 2. LICENCE FEES AND INFORMATION

2.1 You must pay any invoice issued by us under this agreement within 20 days of the month following 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.

2.2 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.recordedmusic.co.nz](http://www.recordedmusic.co.nz).

## 5. TERMINATION OR EXPIRATION

5.1 We may immediately terminate this agreement by notice to you if you:

- (a) fail to pay any sum, including the Licence Fee, when due under this agreement within 14 days after the due date for payment;
- (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 Recorded Music NZ;
- (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.

5.2 On expiry or termination of this agreement, the Licensee must immediately stop Copying Sound Recordings for the Purpose.

## 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.recordedmusic.co.nz](http://www.recordedmusic.co.nz).

## 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 your address, and will be deemed received at the time of delivery; or
- (b) sending it by pre-paid registered post to the your address, 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 you 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.recordedmusic.co.nz](http://www.recordedmusic.co.nz).

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 the New Zealand courts.

## 9. 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, organisation or line of conduct.

**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.

**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.

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

**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 31 March.

**Licence Fee** means the amount calculated by us in accordance with the information provided by you in Section 1.

**Licence Year** means the period commencing on the Commencement Date and ending 12 months after the Commencement Date.

**Performance** means a performance of Sound Recordings 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.

**Purpose** means the purpose as outlined in Section 1.

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

**Territory** means New Zealand. For the avoidance of doubt, all copying authorized under this licence must occur 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, Communication and Copying of which are controlled by Recorded Music New Zealand Limited in New Zealand.

### OFFICE USE ONLY

SIGNED AS AGREED 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 its duly authorised officer*

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NZD FEE (GST EXEMPT)