

# LICENCE DETAILS

For public use of protected sound recordings and/or music videos



PHONOGRAPHIC PERFORMANCE  
COMPANY OF AUSTRALIA LTD

## Notes to assist you in completing this form

- The fields marked with an asterix (\*) are of particular importance.
- Online payments can be lodged at [www.pcca.com.au](http://www.pcca.com.au)
- Please note that an online version of this form is available at [www.pcca.com.au](http://www.pcca.com.au)
- **Please ensure you sign the back of this application form before returning to PPCA.**
- If you are unsure which licence category (categories) applies to your business, please contact us on 02 8569 1111.
- Remember to advise us promptly if any changes to your use of sound recordings and/or music videos take place during a licensed period.

## Licence Records

Please take a copy of this document for your records before returning the completed application to us. You may request a copy of your licence at any time, by contacting our Licensing Department on 02 8569 1111.

Once your application has been processed we will forward a tax invoice for the Initial Period, displaying your licence reference number. This reference should be quoted in any future correspondence. You can make an online payment at [www.pcca.com.au](http://www.pcca.com.au)

## Privacy

PPCA respects the privacy of your personal information. We need to collect the information requested below for the purpose of entering into this Licence Agreement with you or for updating your current licence for the public use of sound recordings and/or music videos, and for closely related business purposes. If you don't provide all of the information requested, your licence may not match your actual use of sound recordings and/or music videos, and you may infringe copyright in some protected sound recordings and/or music videos.

Organisations to which we may disclose your personal information include:

- the Australian Recording Industry Association (ARIA) for the purpose of its licensing activities; and
- third party contractors that provide services or perform functions on our behalf (including debt collection agencies).

We may also disclose personal information where we are required or permitted by law to do so [e.g., under the Privacy Act], or otherwise with your consent. For more information about how we handle your personal information, or to obtain access to that information, please contact our Privacy Officer on 02 8569 1100. Our detailed Privacy Policy is also available at [www.pcca.com.au](http://www.pcca.com.au)

<b>Licence Details</b>	<b>*PPCA LICENCE NUMBER:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	<b>*Business name:</b>	<input type="text"/>						
	<b>ACN:</b>	<b>ABN:</b>					<b>Liquor Licence number:</b>	
	<b>*Business postal address:</b>							
	<input type="text"/>							
	<input type="text"/>							
							<b>State:</b>	<b>Postcode:</b>
	<b>Telephone:</b>	<b>Facsimile:</b>						<b>Mobile:</b>
	<b>Email:</b>						<b>Website:</b>	
	<b>*Premises / Trading Name:</b>							
	<input type="text"/>							
	<b>*Premise address:</b>							
(if more than one location attach list)								
<input type="text"/>								
<input type="text"/>								
						<b>State:</b>	<b>Postcode:</b>	
<b>Telephone:</b>	<b>Facsimile:</b>						<b>Mobile:</b>	
<b>Email:</b>	<b>Contact person:</b>							

\* Authorised officer's signature required on page 8

### OFFICE USE ONLY

P  U   
S Y  N   
FM Y  N

Commencement date

Tariff classification(s)  
under PPCA tariff schedule

Special conditions

PPCA Licence number

## SOUND RECORDINGS

# Sound Recordings

### USE OF SOUND RECORDINGS AND/OR MUSIC VIDEOS

PLEASE TICK ALL CATEGORIES APPLICABLE TO YOUR USE OF SOUND RECORDINGS AND /OR MUSIC VIDEOS IN YOUR BUSINESS. N.B. A SEPARATE FEE IS PAYABLE IN RESPECT OF EACH AREA.

**A**  **GENERAL LICENCES** (For fetes, garden parties, school or church concerts, dance academy concerts and motivational speakers.)

GENERAL LICENCES  SINGLE EVENT PERMIT LICENCES

Event date/s  Event name

Number of days  Venue name

Venue address

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**B**  **EVENTS & FESTIVALS** (For festivals with multiple events, attach separate list.)

FESTIVAL EVENTS  OPEN AIR EVENTS  FEATURED MUSICAL ENTERTAINMENT (music in foreground)

Event date/s  Event name  Estimated attendance

Number of days  Venue name

Venue address

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**C**  **CINEMAS / FILM EXHIBITORS / THEATRES**

CINEMAS / FILM EXHIBITORS (If more than one site, attach list.)  Number of screens per cinema

THEATRES (If more than one site, attach list.)  Number of theatres  Number of performances per week

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**D**  **DANCE STUDIOS / DANCE INSTRUCTORS / ANNUAL CONCERTS**

DANCE STUDIOS / DANCE & LINE DANCE INSTRUCTORS  Number of days of operation per week

AUSDANCE TEACHERS  Number of students  AUSDANCE membership number

END OF TERM / ANNUAL CONCERTS  Number of concerts per year

Venue name  Venue address

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**DD**  **LIVE PERFORMANCE GROUPS / DANCE COMPANIES**

LIVE PERFORMANCE GROUPS / DANCE COMPANIES  Number of performance groups

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**E1**  **NIGHTCLUBS**

	Licensed capacity	Total number of nights of operation per year
Area 1	<input type="text"/>	<input type="text"/>
Area 2	<input type="text"/>	<input type="text"/>
Area 3	<input type="text"/>	<input type="text"/>

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**E2**  **DANCE PARTIES**

Event date/s  Event name  Number of attendees

Number of days  Venue name

Venue address

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**E3**  **BARS - FOREGROUND MUSIC**

	Licensed capacity	Total number of nights of operation per year
Area 1	<input type="text"/>	<input type="text"/>
Area 2	<input type="text"/>	<input type="text"/>
Area 3	<input type="text"/>	<input type="text"/>

# SOUND RECORDINGS

Sound Recordings

**F**  **MOBILE DJs/DJ EQUIPMENT SUPPLIERS**

NUMBER OF UNITS (DJ AND EQUIPMENT)    
  EQUIPMENT ONLY (NO DJ SUPPLIED)    
  DJ ONLY (NO EQUIPMENT SUPPLIED)

**H**  **HALLS**

<input type="radio"/> HALLS (If more than one site, attach list.)	Licensed capacity	Total number of nights of operation per year
Area 1		
Area 2		
Area 3		

HALLS - SINGLE EVENT PERMITS

Date/s	Estimated attendance

Venue name	Venue address

**HM**  **TELEPHONE MUSIC ON HOLD (INCLUDING RADIO)** (If more than one site, attach list.)

Number of external lines

**I**  **FACTORIES, INDUSTRIAL PREMISES & OFFICES**     **Number of employees**

**J**  **AUDIO JUKEBOXES**     **Total number of machines**     **Name of rental company**

**JO**  **AUDIO JUKEBOX OPERATORS**     **Total number of machines**

Attach list of rental sites (name & address), number per site and number of machines available for party hire.

**K**  **AMUSEMENT CENTRES / POOL ROOMS / SWIMMING POOLS / TEN PIN BOWLING CENTRES**

Total number of areas

**M**  **COMMERCIAL AND / OR PROFESSIONAL PREMISES** (If more than one site, attach list.)

(Art galleries, bars, clubs, elevators, foyers, function rooms, funeral parlours, hairdressers, health/medical offices (e.g., doctors, dentists, chiropractors, massage therapists, osteopaths, physiotherapists), hotels, libraries, lounges, motels, museums, reception areas, retail stores, taverns, zoos, similar establishments and/or product demonstration purposes at electrical, video/DVD rental and Hi Fi stores.)

Please tick here (  ) if venue holds a liquor licence

Area 1 Name	Floor space (m2)	Area 4 Name	Floor space (m2)
Area 2 Name	Floor space (m2)	Area 5 Name	Floor space (m2)
Area 3 Name	Floor space (m2)	Area 6 Name	Floor space (m2)

**N**  **SHOPPING CENTRES / PLAZAS / CONCOURSES** (If more than one site, attach list.)

**P**  **PUBLIC VEHICLES**

HIRE CARS / TAXIS     **Total number of vehicles**

AIRCRAFT / BUSES / CHARTER BOATS / COACHES / FERRIES / LIGHT RAIL / MONORAIL / SHIPS / TRAINS / TRAMS

Licensed Capacity      Less than 20      21-50      51-120      Over 120 passengers

Number of vehicles in each category

## SOUND RECORDINGS

# Sound Recordings

**R1**

**RESTAURANTS / CAFES** (If more than one restaurant or restaurant area (as defined in Tariff R1) or multiple sites, attach list)

**Name** **Seating capacity** **Days of operation per quarter (where recorded music is used)**

Not licensed for the sale of alcohol or BYO only  Licensed for the sale and service of alcohol

**Average main meal price**

Under \$7.50 (only applicable to venues that do not hold a liquor licence)  \$7.51 to \$15.00  \$15.01 to \$25.00  \$25.01 or over

Typically, the venue is open and uses recorded music on the following days:-

<input type="radio"/> Monday	<input type="radio"/> Tuesday	<input type="radio"/> Wednesday	<input type="radio"/> Thursday
<input type="radio"/> Friday	<input type="radio"/> Saturday	<input type="radio"/> Sunday	

**R2**

**RESTAURANTS / CAFES, RESTAURANT AREAS (HOTELS & MOTELS)**

(If more than one restaurant or restaurant area (as defined in Tariff R2) or multiple sites, attach list)

**Name** **Seating capacity** **Days of operation per quarter (where recorded music is used)**

Not licensed for the sale of alcohol or BYO only  Licensed for the sale and service of alcohol

**Average main meal price**

Under \$15.00  \$15.01 to \$25.00  \$25.01 or over

Typically, the venue is open and uses recorded music on the following days:-

<input type="radio"/> Monday	<input type="radio"/> Tuesday	<input type="radio"/> Wednesday	<input type="radio"/> Thursday
<input type="radio"/> Friday	<input type="radio"/> Saturday	<input type="radio"/> Sunday	

**S**

**SPORTS ARENAS / RACE TRACKS / SHOWGROUNDS / OUTDOOR AMUSEMENT PARKS**

CITY **Capacity** **Number of events per year**

COUNTRY **Capacity** **Number of events per year**

**SS**

**OUTDOOR RECREATIONAL AREAS** **Number of areas**

**Venue name** **Venue address**

**U**

**SKATING RINKS** **Number of rinks**

**V1**

**FITNESS CLASSES** (If more than one site, attach list)

SINGLE RATE **Number of classes per year**

OR

TWO TIERED RATE (Quarterly reporting obligations will apply) **Number of classes per year with 10 or less participants**

**Number of classes per year with more than 10 participants**

Quarterly Invoicing (available where licence fees are \$1,000 or more per licence year, for Single or Two Tiered Rate)

**V2**

**FITNESS CENTRES / GYMNASIUMS / HEALTH CLUBS** (If more than one site, attach list)

**BACKGROUND MUSIC** **Number of areas**

**X**

**CONCERTS**

**Concert Mode 1** **Licensed capacity** **Total nights of operation per year**

**Concert Mode 2** **Licensed capacity** **Total nights of operation per year**

**Concert Mode 3** **Licensed capacity** **Total nights of operation per year**

**Y**

**CONFERENCE ROOMS**

**Number of rooms up to 100m<sup>2</sup>**

**Number of rooms over 100m<sup>2</sup>**

**Z**

**BUSINESS COPYING LICENCE FOR SOUND RECORDINGS** [Supplementary licence only. This licence is only available in conjunction with a current public performance licence for the specified venue – please refer to the relevant tariff sheet for applicable conditions]

**Number of venues** (if more than one site, attach list)

# MUSIC VIDEOS

Music Videos

**FW**

**MOBILE VJS**

Number of small screens (up to 75cm)

Number of large screens (over 76cm-250cm)

Number of extra large screens (over 250cm)

**JW**

**VIDEO JUKEBOX OPERATORS**

Total number of machines (including 1st screen)

Additional screens in same area

Additional screens in separate area

Attach list of rental sites (including each site's total screens) and number of machines available for party hire.

**MW**

**ELECTRICAL & HI-FI STORES** For product demonstration purposes

Number of screens

**W/WE**

**MUSIC VIDEOS**

	Number of small screens (up to 75cm)	Number of large screens (76cm-250cm)	Number of extra large screens (251cm-500cm)	Number of extra large screens (over 500cm)
Area 1 Name				
Area 2 Name				
Area 3 Name				
Area 4 Name				

**W/WE**

**VIDEO JUKEBOXES**

Total number of machines

Name of rental company

Additional screens in same area

Additional screens in separate area

**WP**

**MUSIC VIDEOS (PUBLIC VEHICLES)**

**HIRE CARS / TAXIS**

Total number of vehicles (Including 1st screen)

Additional screens

Total number of screens

**AIRCRAFT / BUSES / CHARTER BOATS / COACHES / FERRIES / LIGHT RAIL / MONORAIL / SHIPS / TRAINS / TRAMS**

Licensed capacity	Total number of vehicles (Including 1st screen)	Additional screens	Total number of screens
Under 20 passengers			
21-50 passengers			
51-120 passengers			
Over 120 passengers			

**WR**

**MUSIC VIDEOS (RETAIL PREMISES)** (If more than one site, attach list.)

Floor Space (up to 280m<sup>2</sup>)

Floor Space (over 281m<sup>2</sup>)

Number of small screens (up to 75cm) in that area

Number of large screens (76cm-250cm) in that area

	Floor Space (up to 280m <sup>2</sup> )	Floor Space (over 281m <sup>2</sup> )	Number of small screens (up to 75cm) in that area	Number of large screens (76cm-250cm) in that area
Area 1 Name				
Area 2 Name				
Area 3 Name				
Area 4 Name				

## TERMS AND CONDITIONS – Licence for public use of protected sound recordings and/or music videos

### 1. DEFINITIONS

1.1 In this Agreement:

- (a) **Agreement** means these Terms and Conditions, the Licence Details (including any Special Conditions noted thereon), Schedule 1 and Schedule 2, and any and all other schedules, attachments and/or annexures.
- (b) **Annual Renewal Date** means the anniversary of the Commencement Date.
- (c) **Commencement Date** means the date specified as such in the Licence Details.
- (d) **Copyright Act** means the Copyright Act 1968 (Cth), as amended from time to time.
- (e) **Exhibit** means cause a Licensed Music Video, in so far as it consists of visual images, to be seen in public and, in so far as it consists of sounds, to be heard in public, and **Exhibition** has a corresponding meaning.
- (f) **Licence** means the licence granted to You under clause 2.1 of this Agreement.
- (g) **Licence Details** means:
  - (i) the form that You completed and provided to PPCA at the time at which You applied for the grant of the Licence, in which You described Your uses of sound recordings and/or music videos, as amended by PPCA to include information relevant to the granting of this Licence in the section of the form marked "PPCA Use Only"; or
  - (ii) any similar form that You completed and provided to PPCA on or about an Annual Renewal Date, in which You provided updated details of Your uses of sound recordings and/or music videos; whichever is the most recent.
- (h) **Licensed Music Video** means a cinematograph film that embodies:
  - (i) a sound recording; or
  - (ii) a sound-track that, if made separately from the cinematograph film, would be a sound recording;in which the copyright is owned or controlled by a Licensor listed in Schedule 1, in any form including digital or other electronic machine-readable form.
- (i) **Licensed Rights** means such of the following rights as are specified in the Licence Details as being granted to You in accordance with this Agreement (as further limited under clause 2.2).
  - (i) the Public Performance Right in the Licensed Sound Recordings;
  - (ii) the Music on Hold Right in the Licensed Sound Recordings; and/or
  - (iii) the right to Exhibit the Licensed Music Videos.
- (j) **Licensed Sound Recording** means a Protected Sound Recording in which the copyright is owned or controlled by a Licensor listed in Schedule 1, and which has been released on a label listed in Schedule 2, in any form including digital or other electronic machine-readable form.
- (k) **Licensor** means a person who owns or controls the copyright in the Territory in a Protected Sound Recording and/or a Licensed Music Video, and who authorises PPCA to grant Licences in accordance with this Agreement.
- (l) **Music on Hold Right** means the right to transmit Licensed Sound Recordings to callers on hold by means of an analogue or digital service or device (whether now in existence or developed in the future), including without limitation a radio, compact disc player, cassette player, computer hard drive or other audio device, used in connection with a telecommunications system.
- (m) **Personal Information** means information or opinion about an individual from which the identity of the individual is apparent or can reasonably be ascertained.
- (n) **PPCA** means Phonographic Performance Company of Australia Limited (ACN 000 680 704).
- (o) **PPCA Tariff Schedule** means the published schedule of tariff classifications and fees (as amended from time to time) under which PPCA grants licences for the public use of Licensed Sound Recordings and Licensed Music Videos. The applicable version of the PPCA Tariff Schedule at any time can be accessed on the Website, or will be made available on request to PPCA.
- (p) **Public Performance Right** means the right to cause Licensed Sound Recordings to be heard in public.
- (q) **Protected Sound Recording** means a sound recording for which the Copyright Act grants a Public Performance Right and/or a Music on Hold Right.
- (r) **Schedule 1** means the list of Licensors published on the Website, as amended from time to time in accordance with clause 2.10.
- (s) **Schedule 2** means the list of labels owned or controlled by the Licensors listed in Schedule 1, as published on the Website, and as amended from time to time in accordance with clause 2.10.
- (t) **Territory** means Australia.
- (u) **Website** means the PPCA website currently located at [www.pcca.com.au](http://www.pcca.com.au) and any subsequent website which might replace it.
- (v) **You** means the person or entity holding the Licence granted under this Agreement, as specified in the Licence Details, and Your has a corresponding meaning.

1.2 A word or expression which is not defined in this Agreement, but which is defined in the Copyright Act, has the meaning given to it by that Act.

### 2. LICENCE

#### Grant of Licence

- 2.1 Subject to the terms and conditions of this Agreement, PPCA grants You on and from the Commencement Date a non-exclusive licence of the Licensed Rights in the Territory for an initial period of 12 months (**Initial Period**).
- 2.2 For the purposes of clause 2.1, and subject to clause 2.3, the Licence is, unless we inform You to the contrary, limited to those uses, premises, events, times, numbers of users, facilities, vehicles, venues and/or equipment described in the Licence Details (**Your Approved Uses**).

#### Variation of Licence

- 2.3 If at any time Your use of Licensed Sound Recordings or Licensed Music Videos materially changes from Your Approved Uses, You must notify PPCA in writing within 28 days of that change. In addition to that obligation, You must also notify PPCA of any such changes from Your Approved Uses by completing the Licence Details sections of any re-assessment form sent to You by PPCA prior to an Annual Renewal Date. PPCA may by written notice to You increase the amount of Your licence fee, in accordance with the then applicable PPCA Tariff Schedule, to reflect any such changes in Your Approved Uses (**Revised Licence Fee**). The notification to You of the Revised Licence Fee will constitute a debt due and owing by You to PPCA.
- 2.4 Once You have paid any such Revised Licence Fee, and unless PPCA notifies You to the contrary, the Licence will be extended to include any changes notified to PPCA under clause 2.3 on and from the date that You notified PPCA, and for the purposes of clauses 2.2 and 2.3, Your Approved Uses will be deemed on and from that date to include those changes.

#### Licence Fee

- 2.5 In consideration of the grant of the Licence for the Initial Period, You must pay PPCA on or before the Commencement Date the licence fee for the Initial Period, as specified in the Licence Details. In consideration of the renewal of the Licence in any subsequent years, You must pay PPCA on or before the Annual Renewal Date the amount of the licence fee for that year, as notified to You by PPCA. PPCA may increase the licence fee payable for any subsequent years in accordance with the PPCA Tariff Schedule that applies on the Annual Renewal Date.
- 2.6 The amount of any licence fee payable under this Agreement is inclusive of GST.

#### PPCA Warranty

- 2.7 PPCA warrants that
  - (a) it will procure that each of the Licensors, as applicable, will at all times keep You harmless and indemnified against all claims, demands, damages, costs, charges and expenses which may be made against You, or which You may suffer or incur at the suit of any third party arising out of any defect in the title of that Licensor in respect of the Licensed Rights, provided that:
    - (i) such claim or demand did not arise out of the exercise of any Licensed Rights, in respect of which, at the time or times of such exercise, the Licence had been withdrawn pursuant to clauses 2.10, 2.11 or terminated pursuant to clause 3;
    - (ii) You notify PPCA within 7 days of becoming aware of any such claim or demand being made or threatened; and
    - (iii) You make no admission of liability and take no action that might prejudice the position of PPCA, the Licensor which purports to either own or control the Licensed Rights (the Relevant Licensor) or of any persons owning or having any interest in the Sound Recording[s] concerned, without the prior written consent of PPCA or the Relevant Licensor;
  - (iv) any one or both of PPCA or the Relevant Licensor will be entitled to conduct at their own cost and expense all negotiations in respect of any such claim or demand and any proceedings that may arise from it, and to contest, settle or otherwise deal with any such claim or demand or proceeding as PPCA or the Relevant Licensor may in its absolute discretion determine. You must, if and when so reasonably required by PPCA or the Relevant Licensor, provide PPCA or the Relevant Licensor, as applicable, with such evidence relating to any matter arising out of any such claim or demand or proceeding as You may have at your disposal and attend and give evidence at any court hearing or other inquiry, provided that PPCA or the Relevant Licensor, as applicable, compensates You for all reasonable costs, expenses and labour time incurred; and
  - (v) PPCA must, within fourteen (14) days after being notified by You of any claim or demand having been made or threatened as provided in paragraph (a) (ii), inform You in writing of the name and address of the Relevant Licensor. PPCA will in all cases liaise directly with the Relevant Licensor on any such claim or demand and their response.

#### Limitations on Licence

- 2.8 This Licence does not authorise or permit You to:
  - (a) use any Licensed Sound Recording or Licensed Music Video for the purpose of a broadcast on radio or television, or for any form of transmission or making available over the Internet, or in any circumstances other than Your Approved Uses;
  - (b) duplicate, dub, transfer or otherwise copy or reproduce, by any means or in any medium (whether digital or analogue, and whether now in existence or developed in the future), the whole or any part of a Licensed Sound Recording or Licensed Music Video for any purpose whatsoever;
  - (c) use any Licensed Sound Recording or Licensed Music Video prior to the date on which it is first published in Australia;

- (d) Exhibit any Licensed Music Video prior to the date on which the sound recording embodied in the Licensed Music Video is first published in Australia; or
  - (e) cause to be heard in public, or to be communicated to the public (including without limitation by any form of electronic transmission or making available over the Internet), independently of the Exhibition of a Licensed Music Video in accordance with this Agreement, any Protected Sound Recording embodied in a Licensed Music Video.
- 2.9 Nothing in this Agreement grants You any rights in relation to any musical, literary or artistic works, or any other copyright-protected subject matter, embodied or reproduced in a Licensed Sound Recording or Licensed Music Video. You acknowledge that if You wish to exploit any such rights, it is Your responsibility to obtain a licence from the owner of copyright in the relevant works, or from an organisation authorised to grant such licences, such as the Australasian Performing Right Association (APRA).
- 2.10 PPCA may at any time amend Schedule 1 by deleting or adding the name of a Licensor or Schedule 2 by deleting or adding the name of a label, and any such amendment takes effect as and from the date on which the amendment is incorporated into Schedule 1 or Schedule 2 and posted on the Website. You acknowledge and agree that if the name of a Licensor is deleted from Schedule 1, or the name of a label is deleted from Schedule 2, then the Licence for Licensed Sound Recordings and/or Licensed Music Videos owned or controlled by that Licensor or released on that label (as the case may be) is withdrawn on and from the date of posting on the Website, and if the name of a Licensor is added to Schedule 1, or the name of a label is added to Schedule 2, then the Licence extends to Licensed Sound Recordings and/or Licensed Music Videos owned or controlled by that Licensor or released on that label (as the case may be) on and from the date of posting on the Website.
- 2.11 PPCA may withdraw the Licence for particular Licensed Sound Recordings or Licensed Music Videos and notify You of such withdrawal. Any such withdrawal takes effect on and from the date on which You receive notification from PPCA of that withdrawal.
- 2.12 If the Licence for a Licensed Sound Recording or Licensed Music Video is withdrawn for any reason, You are not authorised under this Agreement to exercise any rights in that Licensed Sound Recording or Licensed Music Video after the date of withdrawal of the Licence.
- 2.13 This Licence is personal to You. It must not be assigned or sub-licensed except with the written consent of PPCA. For the purposes of this Agreement, an assignment will be deemed to have occurred where You, as a corporation, cease to be controlled (within the meaning of the Corporations Act 2001 [Cth]) by the person or persons who controlled You on the Commencement Date.
- 2.14 Nothing in this Agreement prevents You from seeking or obtaining a licence authorising You to exercise any rights in relation to sound recordings or music videos from any other party holding or retaining such rights (including the rights) and authorised to negotiate and grant such a licence, including the Licensors listed in Schedule 1.
- 2.15 You acknowledge that, notwithstanding this Licence, any person can, subject to certain conditions, avail themselves of the statutory licence under section 108 of the Copyright Act to cause sound recordings to be heard in public if they have paid an agreed amount to the owner of copyright in the recording or have given an undertaking to the copyright owner to pay such amount as is determined by the Copyright Tribunal under section 151 of the Copyright Act. The terms of these provisions of the Copyright Act are set out in full on the Website, or will be made available on request to PPCA.

### 3. TERM AND TERMINATION

- 3.1 On each Annual Renewal Date, unless this Licence is terminated by PPCA or by You pursuant to clause 3.2, and provided You pay the amount of the licence fee notified to You by PPCA in accordance with clause 2.5, the Licence will be automatically renewed for a further period of 12 months (**Further Period**) on the same terms and conditions (subject to clause 6.5).
- 3.2 Either You or PPCA may terminate this Agreement, at the end of the Initial Period or at the end of any Further Period, by written notice to the other party. A termination notice under this clause must be given to the other party at least two weeks before the relevant Annual Renewal Date and will take effect on and from the Annual Renewal Date.
- 3.3 If You breach any term or condition of this Agreement (including without limitation by failing to pay any amount of money due to PPCA by the relevant due date), PPCA may terminate the Agreement by written notice to You. Any such termination takes effect immediately on notification to You. A termination under this clause does not affect PPCA's right to recover from You any monies due and payable by You under this Agreement, or the right of PPCA or any of the Licensors listed in Schedule 1 to recover any damages they have suffered as a result of the breach.
- 3.4 Notwithstanding any other clause, this Agreement terminates automatically and without notice:
- (a) if You are not a natural person, immediately on the appointment to You of a liquidator or provisional liquidator, receiver or receiver and manager, administrator, or an agent of a mortgagee or immediately on the passing of a resolution or the making of an order for Your winding-up; or
  - (b) if You are a natural person, immediately on You committing an act of bankruptcy or being declared bankrupt, or on You making a composition with creditors.
- A termination under this clause does not affect PPCA's right to recover from You any monies due and payable by You under this Agreement.

- 3.5 You must pay to PPCA any expenses, costs, fees, disbursements or other charges reasonably incurred by PPCA in recovering any monies due and payable by You under this Agreement, whether during the term of the Agreement or following the termination of the Agreement, including without limitation any debt collection fees and legal expenses.
- 3.6 If this Agreement is terminated for any reason, You will not be authorised under this Agreement to exercise any rights in any Licensed Sound Recordings or Licensed Music Videos after the date of termination of the Agreement.

Clause 4 has been intentionally removed.

PPCA's Complaints Handling and Dispute Resolution Policy has been updated and expanded since the printing of this application. The current version can now be viewed at [www.pcca.com.au](http://www.pcca.com.au).

## 5. PERSONAL INFORMATION

- 5.1 You acknowledge that PPCA needs to collect Personal Information about You for the purpose of PPCA performing its obligations and exercising its rights under this Agreement (**the Primary Purpose**) and for related purposes. You authorise PPCA to collect, use and disclose Personal Information about You for the Primary Purpose, including without limitation to supply that Personal Information to the Australian Recording Industry Association Limited (**ARIA**) for the purpose of ARIA determining whether any person may require a licence for the reproduction of any sound recording or music video.
- 5.2 You acknowledge that this Agreement may require You to disclose to PPCA Personal Information about individuals from whom You obtain, or to whom You supply, goods or services (**Individual Customers**). It is Your responsibility to ensure that, before disclosing to PPCA any Personal Information about Individual Customers, each such Individual Customer is made aware that:
- (a) You may disclose to PPCA Personal Information about the Individual Customer, including without limitation their name and address, the details of the goods or services You supply to them or obtain from them, and the details of any agreements they have with You;
  - (b) PPCA may collect, use and disclose such Personal Information about the Individual Customer for the Primary Purpose and for related purposes; and
  - (c) PPCA may disclose such Personal Information about the Individual Customer to ARIA for the purpose of ARIA determining whether any person (including the Individual Customer) may require a licence for the reproduction of any sound recording or music video.
- 5.3 You must at all times indemnify and hold PPCA harmless against all claims, demands, damages, costs, charges and expenses (including legal expenses) that may be made against or incurred by PPCA arising out of or in connection with a breach of this clause, including without limitation any amount incurred or paid by PPCA as compensation for loss or damage suffered by any individual as a result of an interference with the privacy of that individual (within the meaning of the Privacy Act 1988 [Cth]).

## 6. MISCELLANEOUS

- 6.1 This Agreement takes effect when both PPCA and You have executed it.
- 6.2 This Agreement is subject to any Special Conditions that appear in the Agreement Details. In the event of any inconsistency between such Special Conditions and this Agreement, the Special Conditions will prevail, but only to the extent of the inconsistency.
- 6.3 Any notice or other communication to or by a party under this Agreement must be in writing addressed to the other party. Any such notice or communication is deemed to have been received by or served on the recipient:
- (a) if by email, on the day the email is sent (as long as the sender has not received a delivery failure message in relation to that email);
  - (b) if by delivery in person, when delivered to the recipient;
  - (c) if by post, five days from and including the date of postage; or
  - (d) if by facsimile transmission, when despatched to the recipient; but if the delivery or receipt is after 4:00 pm [recipient's time], it is deemed to have been received or served on the following day.
- 6.4 All notices to PPCA must be sent to the address specified at the end of this Agreement. All notices to You will be sent to the address specified in the Agreement Details, or to such other address as You notify to PPCA in writing.
- 6.5 You acknowledge and agree that PPCA may amend any or all of the terms and conditions of this Agreement (with the exception of Schedule 1 and Schedule 2, which will only be amended in accordance with clause 2.10) at any time by giving notice to You in accordance with this clause 6 (**Amendment Notice**). If You do not agree with the amended terms and conditions, You may terminate this Agreement by giving notice in writing to PPCA before the date of effect specified in the Amendment Notice. If You continue to exercise any of the Licensed Rights after the date of effect of an Amendment Notice, You will be deemed to have agreed to the amended terms and conditions and You will continue to be bound by this Agreement, as amended.
- 6.6 No waiver by PPCA of a breach of a clause of this Agreement operates as a waiver of any other breach of the same clause or of a breach of any other clause. All rights not expressly granted to You under this Agreement are reserved to PPCA.
- 6.7 This Agreement is deemed to have been made in New South Wales and must be construed, and has effect, according to the laws of that State. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

Licence for Public use of Protected Sound Recordings and / or Music Videos | 10/11

### PHONOGRAPHIC PERFORMANCE COMPANY OF AUSTRALIA LTD

ACN 000 680 704 ABN 43 000 680 704  
LEVEL 4, 11 BUCKINGHAM ST, SURRY HILLS, NSW 2010  
PO BOX Q20 QVB POST OFFICE, SYDNEY, NSW 1230  
T. 02 8569 1111 F. 02 8569 1183  
licensing.mail@ppca.com.au www.pppca.com.au

sign

BUSINESS/COMPANY/ORGANISATION NAME

SIGNATURE OF AUTHORISED OFFICER

PRINT NAME OF AUTHORISED OFFICER

POSITION / TITLE

DATE

Sign here

PPCA  
Office use  
only

SIGNED FOR AND ON BEHALF OF  
PHONOGRAPHIC PERFORMANCE COMPANY  
OF AUSTRALIA LIMITED (ACN 000 680 704)

PPCA REPRESENTATIVE

DATE

PLEASE RETURN THE SIGNED AND COMPLETED  
LICENCE DETAILS FORM BY EMAIL, FAX OR MAIL

send

EMAIL  
licensing.mail@ppca.com.au

FAX  
02 8569 1183

MAIL  
Licensing Department  
PPCA Ltd  
PO Box Q20  
Queen Victoria Building NSW 1230