



Public Performance Tariff Z:	Business copying licence for sound recordings
Effective Date	This Tariff applies from 1 July 2018
What is licensed under this Tariff?	Sound recordings
What uses are covered by this Tariff?	<p><b>IMPORTANT NOTE: This is a supplementary licence only. A licence holder cannot acquire a standalone licence under this Tariff. It is only valid in conjunction with a Primary Licence (as defined in the Special Conditions below).</b></p> <p>This Tariff covers the electronic or physical copying of sound recordings by the licence holder in either of the following circumstances:</p> <ul style="list-style-type: none"> <li>▪ From a licensed physical copy (e.g. a CD) to either one electronic copy or one physical copy; or</li> <li>▪ From a licensed electronic copy (e.g. an MP3 download purchased from a legal online music store) to either one physical copy or one electronic copy, including copying to another device.</li> </ul> <p>in each case for the sole purpose of the public performance of such copies pursuant to the licence holder's Primary Licence(s).</p> <p>Each physical or electronic copy of a sound recording that results from copying in the circumstances described above is referred to in this Tariff as a "Copy".</p> <p>This Tariff <u>does not</u> cover the copying of music videos or the making of Copies for use in jukeboxes or like devices at the premises/venue.</p> <p>Note: The protected sound recordings must not be used in a manner where it could reasonably be regarded as suggesting an approval, affiliation or endorsement by an artist or group of the licence holder's business or goods/services.</p>
What are the Licence Fees?	<p>\$144.55 per annum, for each premises/venue licensed under the Primary Licence(s).</p> <p>This fee is payable <u>in addition to</u> the Licence Fees payable for the Primary Licence(s).</p> <p>The payment of this fee permits the holder of the Primary Licence(s) (and their authorised employees) to make a maximum of 250 Copies (as defined in the Uses section above) per annum, for each licensed premises/venue. For example, the licence holder could make one Copy of each of 250 different sound recordings.</p>
Licence Period	Annual

Special conditions applicable to this Tariff	<p>The licence holder must comply at all times with the following conditions:</p> <ul style="list-style-type: none"> <li>(a) The source copy (whether physical or electronic) must be a non-infringing (i.e. authorised) copy of the relevant sound recording.</li> <li>(b) This business copying licence is only valid in conjunction with each Primary Licence (other than those pertaining to jukeboxes and music videos) you hold for public performance in respect of a particular premises/venue for the relevant Copies ("<b>Primary Licence(s)</b>"), provided that the number of permitted Copies is not exceeded.</li> <li>(c) The rights granted under this Tariff override the prohibition on copying in clause 2.8 of PPCA's general licence terms, but only to the extent specifically permitted under this Tariff. No other copying is permitted under a PPCA licence.</li> <li>(d) The licence holder must immediately destroy all Copies made under this Tariff if at any time they: <ul style="list-style-type: none"> <li>(i) cease to hold at least one Primary Licence for the public performance of sound recordings; or</li> <li>(ii) fail to pay the fees due to PPCA under this Tariff.</li> </ul> </li> </ul>
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**ALL LICENCE FEES UNDER THIS TARIFF ARE PAYABLE IN FULL, ANNUALLY IN ADVANCE. ALL AMOUNTS ARE INCLUSIVE OF GST.**

PPCA will generally increase Licence Fees with effect from 1 July of each year, in line with the movement in the Consumer Price Index (CPI) since the date of the last increase or review. CPI increases will not be notified to Licensees separately, but will be applied to all invoices issued on or after 1 July in each year. Any increase in Licence Fees as a result of a broad or structural review of a Tariff will only be implemented following a period of consultation with the affected industry sector.