

# SPORTING EVENT LICENCE



Licence enquires 0800 692 772 licencenz@apra.co.nz www.apraamcos.co.nz

**Please complete the relevant section(s), sign and return to:**

Email: licencenz@apra.co.nz or PO Box 6315, Victoria Street West, Auckland 1142 or fax: (09) 623 2174.

I/We the undersigned apply for a licence from APRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of Works within APRA's repertoire, whether live or by the use of recorded music, at the Event.

**Rates**

The amount payable is calculated at 4 cents per person admitted to each day of the Event, subject to a minimum fee of \$75.00\*.

**\*AMOUNTS STATED ON THIS APPLICATION ARE EXCLUSIVE OF GST.** The rates set out above are current from 1 December 2020 to 30 November 2021.

**Applicant Details**

Name of Applicant:

\_\_\_\_\_  
BUSINESS/COMPANY/PARTNERSHIP/SOLE TRADER NAME Please ensure that the name listed matches your companies office registration name exactly

Name and Title of contact person \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Website URL (if any) \_\_\_\_\_

Contact numbers \_\_\_\_\_

Email address \_\_\_\_\_

Applicant's NZ Companies  
Register Number (if known) \_\_\_\_\_

Name of Event	Date	City	Venue

Signed by/on behalf  
of the Applicant

\_\_\_\_\_  
Type the words "SIGNED BY ME" followed by your full name in the box above

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME IN FULL

\_\_\_\_\_  
POSITION OF PERSON SIGNING

**This application will only constitute a Licence Agreement when the applicant receives a signed agreement from APRA.  
APRA may refuse to grant a Licence Agreement where the information contained in this application is incorrect or incomplete.**

**OFFICE USE ONLY**

\_\_\_\_\_  
CLIENT NO

\_\_\_\_\_  
NUMBER OF PEOPLE  
ADMITTED TO THE EVENT

\_\_\_\_\_  
GST EXCLUSIVE FEE

\_\_\_\_\_  
RECEIVED

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TARIFF

\_\_\_\_\_  
APPROVED

\_\_\_\_\_  
DATE

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## 1 SCOPE OF LICENCE

- 1.1 APRA grants the Applicant a licence to perform in public Works within APRA's repertoire in the circumstances and by the methods described on the front of this agreement.
- 1.2 The licence in clause 1.1 does not include or authorise:
- the public reception of any performance beyond the precincts of the Premises;
  - the performance of Grand Right Works in their entirety;
  - the performance in whole or in part of any musical work in a Dramatic Context;
  - the performance in whole or in part of any music and associated words composed or used for ballet if accompanied by a visual representation of that ballet;
  - the performance of any choral work of more than 20 minutes' duration in its entirety;
  - the performance of any music and associated words so as to burlesque or parody the work;
  - the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
  - the performance of any sound recording (this permission is obtained from Recorded Music NZ Limited); or
  - any other right not expressly granted under this agreement.

## 2 CALCULATION OF AMOUNT PAYABLE

Subject to clause 5, the Applicant must pay APRA the amount calculated in accordance with the formula specified on the front of this agreement.

## 3 SUPPLY OF INFORMATION

- 3.1 The Applicant must, within 30 days after the Event, supply APRA with:
- a statement of the number of people admitted to each day of the Event in accordance with clause 3.2;
  - copies of all statements and other records received by the Applicant (including statements from venue operators and booking agents) sufficient to verify the calculation of the amount payable; and
  - a statement in the form attached and in accordance with clause 3.3 of the musical works performed at the Event by any performer after the earlier of:
    - the time for commencement of the Event advertised in the press; and
    - the time referred to on the tickets sold for the Event.
- 3.2 The statement of the number of people admitted to the Event referred to in clause 3.1(a) must be certified by the Applicant or, if the Applicant is a corporation, by an officer of the Applicant.
- 3.3 The statement of musical works referred to in clause 3.1(c) must state in relation to each work:
- the names of the publisher and composer and the duration of the performance; and
  - whether the performance was by Live Artist Performer or recorded means (Performance Statement)
- 3.4 Within 90 days after APRA's receipt of the information under clause 3.1, APRA must provide the Applicant with:
- a Music Use Report; and
  - an invoice stating the amount payable.

## 4 PAYMENT AND LATE PAYMENT

- 4.1 Before the Event, APRA may issue an invoice for an advance based on a reasonable estimate of the amount payable under clause 2.
- 4.2 The Applicant must pay any invoice issued by APRA under clause 4.1 within the time specified on the invoice.
- 4.3 On APRA's receipt of the information under clause 3, APRA must calculate the amount payable in accordance with clause 2.
- 4.4 If the amount payable exceeds the advance paid by the Applicant under clause 4.1, the Applicant must pay the excess to APRA within 14 days after the date of the invoice.
- 4.5 If the amount payable is less than the advance paid by the Applicant under clause 4.1, APRA must refund the amount of the difference to the Applicant.
- 4.6 On APRA's receipt of the information under clause 7, APRA may issue an invoice for any additional amount payable. The Applicant must pay any invoice issued under this clause within 14 days after the date of the invoice.
- 4.7 Where the Applicant has not paid any invoice issued under clause 4.4 within 60 days after the date of the invoice or the Applicant has not paid any invoice issued under clause 4.6 when due, the Applicant must pay to APRA interest at the Agreed Rate on each of those amounts.

## 5 RECORDS

The Applicant must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to APRA under this agreement can be properly ascertained.

## 6 AUDIT OR EXAMINATION

- 6.1 APRA may on 14 days' notice to the Applicant audit or examine the Applicant's books of account and other records to:
- determine the correctness of any report or payment under this agreement; or
  - in the case of a failure by the Applicant to provide statements in accordance with clause 3, to obtain information required to be provided under that clause.
- 6.2 The Applicant must pay the cost of the audit or examination if it:
- establishes that the information provided by the Applicant resulted in the amounts payable under this agreement being understated by more than 5%; or
  - is undertaken under clause 7.1(b).

## 7 CONFIDENTIALITY

- 7.1 Subject to clause 8.2, APRA agrees to treat as confidential, during and after the term of this Agreement, all information provided by the Applicant that can properly be regarded as confidential and is not in the public domain.
- 7.2 APRA may disclose the information to its auditors and other professional advisers.

## 8 TERMINATION

APRA may immediately terminate this agreement by notice to the Applicant if the Applicant:

- fails to pay any sum when due under this agreement within 14 days after the due date;
- breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by APRA;
- being a corporation, goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration; or
- being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

## 9 DEFINITIONS

In this agreement:

**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;

**Music Use Report** means a statement issued by APRA to the Licensee following receipt of a Performance Statement detailing a corresponding list of the works to that appearing on the Performance Statement received and indicating for every listed work whether that work is an APRA Work, together with the percentage for which control can be applied thereto (100% of otherwise) or a non-APRA Work.

**Dramatic Context** means the performance of Works within APRA's repertoire in conjunction with a presentation on the live stage that has a storyline and one or more narrators or characters, or as a ballet;

**Event** means the sporting event specified on the front of this agreement.

**Grand Right Work** means an opera, operetta, musical play, revue or pantomime to the extent that it consists of words and music written expressly for it.

**Live Artist Performer** means any performer participating in the performance of music including featured and associated singers, musicians, dancers, models and conductors.

**Performance Statement** means the information referred to in clause 3.3;

**Works within APRA's repertoire** means all musical works, including any words normally associated with those works by the copyright owner for New Zealand, the right of public performance of which is owned or controlled by APRA for New Zealand.

## 10 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.apraamcos.co.nz

## 11 NOTICES

- 11.1 A notice under this agreement must be in writing may be given to a party by:
- delivering it to the address of the party;
  - sending it by pre-paid post to the address of the party; or
  - sending it by facsimile to the facsimile number of the party, and the notice will be deemed to have been received by the party on receipt.
- 11.2 A facsimile is deemed to have been received on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the party.

## 12 MISCELLANEOUS

- 12.1 No waiver by APRA 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.
- 12.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without APRA's prior written consent.
- 12.3 This agreement may only be varied by the written agreement of the parties.
- 12.4 The Applicant agrees to pay all costs and expenses (including debt collection and legal costs on a solicitor/client basis) incurred by APRA in enforcing or attempting to enforce its rights under these terms and conditions.
- 12.5 This agreement must 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.

## 13 PRIVACY NOTICE

The information you are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of APRA and will not be disclosed to any third parties except in accordance with the privacy policy of APRA. The privacy policy can be obtained from APRA.

## OFFICE USE ONLY

SIGNED AS AGREED BY APRA NEW ZEALAND LIMITED

APRA accepts the application and grants a licence on the terms set out in this Licence Agreement.

For and on behalf of  
APRA by its duly  
authorised officer

SIGNATURE

DATE

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## APRA PERFORMANCE STATEMENT

Please complete and return within 14 days after the event to:

email: licencenz@apra.co.nz or PO Box 6315, Victoria Street West, Auckland 1142 or fax: (09) 623 2174.

Name of Event \_\_\_\_\_  
EVENT

Date/s of Event \_\_\_\_\_  
PERFORMANCE DATE

Location \_\_\_\_\_  
LOCATION NAME AND ADDRESS

Performer Name \_\_\_\_\_  
NAME OF PERFORMER OR GROUP

Title of works performed	Composer/s and publisher/s (if known)	Vocal	Non-vocal	Duration
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
6	_____	_____	_____	_____
7	_____	_____	_____	_____
8	_____	_____	_____	_____
9	_____	_____	_____	_____
10	_____	_____	_____	_____
11	_____	_____	_____	_____
12	_____	_____	_____	_____
13	_____	_____	_____	_____
14	_____	_____	_____	_____
15	_____	_____	_____	_____
16	_____	_____	_____	_____

APRA Controlled Works % \_\_\_\_\_

**SIGNED** (Type the words "SIGNED BY ME" followed by your full name in the box above)  
LICENSEE

\_\_\_\_\_  
**SIGNED**  
AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED

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## APRA ATTENDANCE STATEMENT

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Name of Event \_\_\_\_\_  
EVENT

Date/s of Event \_\_\_\_\_  
PERFORMANCE DATE

Location \_\_\_\_\_  
LOCATION NAME AND ADDRESS

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Pursuant to the terms of the licence agreement between this company/firm and APRA we hereby advise APRA of the following attendance figures for the event, for the purposes of calculating licence fees under our agreement.

**TOTAL NO. OF PERSONS ATTENDED:**

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Signed by/on behalf of the Applicant

\_\_\_\_\_  
Type the words "SIGNED BY ME" followed by your full name in the box above

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME IN FULL

\_\_\_\_\_  
POSITION OF PERSON SIGNING