

DOMESTIC USE VIDEO MUSIC LICENCE AGREEMENT

Licensing Enquiries

02 9935 7707

[Contact us](#)

apraamcos.com.au

This **Domestic Use Video Agreement** is a licence for businesses that provide videography services to Communicate and/or Reproduce APRA Works, AMCOS Works and ARIA Sound Recordings in videos for their customers' private and domestic use (**Agreement**).

YOUR INFORMATION

Licensee Details

Trading name	_____		
Legal name (Licensee)	_____		
ABN	_____		
Street address (main office):	Postal address (main office):		
Street	Street	_____	
City/Suburb	City/Suburb	_____	
State	Postcode	State	Postcode
_____	_____	_____	_____

Contact Person

Role	_____
Full name	_____
Number	_____
Email	_____

Invoice Recipient (if different to Contact Person)

Role	_____
Full name	_____
Number	_____
Email	_____

DECLARATION

Commencement Date	
Your Music Licence will commence on the first day of the month you specify	
Number of Customers per Licence Year	
See definition of Customers on page 2	
Licence Term	<input type="radio"/> Single Licence Year <input type="radio"/> Ongoing Licence
Please indicate if you would like this Music Licence to renew each Licence Year	

Capitalised terms above are defined in the *Terms and Conditions* below.

I acknowledge that I have read this Agreement, including the Terms and Conditions below, and I am duly authorised to enter into this Agreement and agree to be bound by those terms on behalf of the Licensee.

SIGNATURE OF AUTHORISED PERSON

DATE







PRINT NAME OF AUTHORISED PERSON

ROLE

WHAT DOES THIS MUSIC LICENCE COVER?

Full details of activities covered by the Music Licence in this Agreement are set out in the *Terms and Conditions* below.

This Agreement permits the Licensee to reproduce and/or communicate APRA Works, AMCOS Works and/or ARIA Sound Recordings in the following ways:

Video Productions of Authorised Events for Domestic Use	
 <p>Make a Video Production of an Authorised Event for your Customer's Domestic Use</p>	 <p>Deliver Video Productions created under this Agreement to Customers via secure email, secure private message or a private and secure download link for the Customer's Domestic Use</p>
 <p>Stream Authorised Events and Video Productions that include music on a Secure Website owned or operated by the Licensee for a Customer's Domestic Use</p>	 <p>Copy Video Productions to Physical Media (DVD, USB or any other physical digital storage) for the Customer's Domestic Use to a maximum of 500 copies per Video Production</p>
Transfer of Home Movies for Domestic Use	
 <p>Digitising and/or format-shifting Home Movies that include music for the Customer's Domestic Use</p>	
 <p>Deliver Home Movies that include music to Customers via secure email, secure private message or a private and secure download link for the Customer's Domestic Use</p>	

Exclusions	Key Terms
<p>Advertising or promoting particular goods or services or encouraging the purchase, use or support of particular goods or services</p> <p>Social Media uses such as uploading to or making available a Video Production or Home Movie on any social media platform (such as YouTube or Facebook)</p> <p>Any rights in respect of Excluded Events (see <i>Terms and Conditions</i> below)</p>	<p>Authorised Events has the meaning set out in clause 14 of the <i>Terms and Conditions</i></p> <p>Customer means each person who, within a Licence Year, commissions the Licensee to: (a) make a Video Production of one Authorised Event; or (b) digitise and transfer up to five Home Movies</p> <p>Domestic Use means the private or domestic use of the Customer for whom the Video Production or Home Movie was made, subject to the Terms and Conditions</p> <p>Home Movie means an audio-visual recording of an Authorised Event created by a Customer which includes AMCOS Works and/or ARIA Sound Recordings</p> <p>Video Production means an audio-visual recording of an Authorised Event where AMCOS Works and/or ARIA Sound Recordings (or any part thereof) may be (a) captured simultaneously with the video of an Authorised Event; or (b) synchronised with images during the process of post-production</p>

HOW MUCH DOES IT COST?

Number of Customers per Licence Year	2025 Rates
1 to 3	\$84.81 per Customer
4 to 6	\$339.24 per Licence Year
7 to 20	\$565.40 per Licence Year
21 to 35	\$848.10 per Licence Year
36 to 50	\$1,130.80 per Licence Year
51 to 100	\$1,696.20 per Licence Year
101 to 200	\$2,827 per Licence Year
201 to 300	\$3,675.10 per Licence Year

Rates include 10% GST. The GST-exclusive component of the rates will be increased by CPI each Licence Year after the first Licence Year in accordance with clause 4 of the *Terms and Conditions*.

TERMS AND CONDITIONS

1. Grant of Licence

1.1 Subject to these *Terms and Conditions*, terms of this Agreement, the Licensee is granted a non-exclusive licence from:

- a. APRA to Communicate APRA Works;
- b. AMCOS to reproduce AMCOS Works; and
- c. ARIA to Communicate and Reproduce ARIA Sound Recordings,

as comprised in Video Productions and Home Movies in Australia as required for the Licensed Activities for the purpose of the Customer's Domestic Use (**Music Licence**).

1.2 The **Licensed Activities** under this Music Licence are limited to:

- a. make a Video Production of an Authorised Event (including to synchronise AMCOS Works and ARIA Sound Recordings into such Video Productions) for the delivery by the Licensee to Customers in accordance with this Music Licence;
 - b. livestream an Authorised Event via a Secure Website owned or operated by the Licensee;
 - c. host and stream Video Productions on demand via a Secure Website owned or operated by the Licensee for a period of twelve (12) months;
 - d. electronically deliver copies of Video Production and Home Movies to Customers by Secure Electronic Transfer;
 - e. copy and store Video Productions and Home Movies in Physical Media; and/or
 - f. digitise and/or format-shift Home Movies,
- for the purpose of a Customers' Domestic Use only (each a **Licensed Activity**).

1.3 For clarity, the Licensed Activities do not include any making, synchronising, communicating, reproducing, delivering, storing, livestreaming or copying of any Video Production or Home Movie for the purpose of:

- a. the Licensee uploading to or making available that Video Production or Home Movie on any social media or publicly accessible platform; or
- b. Advertisements or otherwise advertising or promoting particular goods or services or to encourage the purchase, use or support of particular goods or services.

1.4 The Music Licence applies only in respect of the number of Customers as declared by the Licensee in the *Declaration* on page 1 of this Agreement or as otherwise declared to the Licensors in accordance with clause 5 of this Agreement.

2. Restrictions and limitations

2.1 The Music Licence does not include or authorise:

- a. the Communication or reproduction of;
 - i. any Production Music;
 - ii. APRA Works, AMCOS Works or ARIA Sound Recordings separately from Video Productions and Home Movies;
 - iii. audio-only material; or
 - iv. any Work in association with new or substituted lyrics, or any lyrics that have been notified in writing by APRA AMCOS to the Licensee as prohibited, unless the making of the new or substituted lyrics is authorised by the owner of the copyright in the Work for Australia; or
- b. the Communication to the public of any;
 - i. Grand Right Work in its entirety, unless of a commercially released soundtrack album or a Cinematograph Film;
 - ii. Work that is a choral work of more than 20 minutes' duration in its entirety, unless a commercially released sound recording of the choral work;
 - iii. Work other than an APRA Work; or
 - iv. Sound Recording other than an ARIA Sound Recording;
- c. the right to reproduce any;
 - i. Work other than an AMCOS Work;
 - ii. AMCOS Work or ARIA Sound Recording by way of synchronisation in Advertisements;
 - iii. AMCOS Work or ARIA Sound Recording other than for a Domestic Use;

iv. AMCOS Work in a graphic form (e.g. lyric reproduction);

v. Sound Recording other than an ARIA Sound Recording; or

vi. ARIA Recording in any manner that could reasonably be regarded as suggesting an approval, affiliation or endorsement by an artist or group of the Licensee, the Authorised Event or any third party's business or goods/ services;

d. the right to perform in public (including by way of exhibition or screening) any APRA Work or ARIA Sound Recording, whether or not comprised in Video Productions or Home Movies.

2.2 Nothing in this Agreement constitutes a consent by the authors of Works or performers of Sound Recordings in relation to any act contrary to the author's or performer's moral rights.

3. Term

This Music Licence commences on the Commencement Date and continues for either:

- a. one Licence Year (**Single Licence**); or
- b. successive Licence Years (**Ongoing Licence**),

as declared by the Licensee in the *Declaration* on page 1 of this Agreement, subject to termination in accordance with clause 9 of these *Terms and Conditions* (**Term**).

4. Licence Fees

4.1 The Licensee must pay the Licence Fees for each Licence Year during the Term in accordance with clause 6 of these *Terms and Conditions*.

4.2 The Licence Fees in respect of each Licence Year are calculated on the basis of the number of Customers declared by the Licensee in the *Declaration* on page 1 of this Agreement or in accordance with clause 5.

4.3 The Licensors may increase the GST-exclusive component of any fees or rates on 1 January of each Licence Year in accordance with the increase in the Consumer Price Index between the two previous September Quarters.

4.4 In relation to any GST payable for a taxable supply by a party under this agreement, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice.

4.5 Terms used in this clause 4 which are defined in the GST Act have the same meaning as in the GST Act.

5. Reporting

The Licensee must notify APRA AMCOS (on behalf of the Licensors) within 28 days of any change to the information previously supplied or declared under the Agreement, including the Licensee's number of Customers during each Licence Year. Failure to do so may mean you are not appropriately licensed for your uses of music.

6. Payments

6.1 The parties acknowledge and agree that APRA AMCOS is authorised to receive payment of the Licence Fees from the Licensee on behalf of all the Licensors during the Term.

6.2 Within 30 days of the date of execution of this Agreement, APRA AMCOS will, on behalf of all Licensors, provide the Licensee with a tax invoice for the Licence Fees payable in respect of the first Licence Year.

6.3 If the Music Licence is an Ongoing Licence APRA AMCOS will, on behalf of all Licensors, provide the Licensee with a tax invoice for the Licence Fees payable in respect of each subsequent Licence Year after the first Licence Year within 30 days of the anniversary of the Commencement Date.

6.4 The Licensee must pay each invoice issued in accordance with this clause 6 within 60 days after the invoice date.

6.5 The Licensee must pay interest at the Agreed Rate on any amounts outstanding under this Agreement.

6.6 If the Licensee fails to pay any outstanding invoice after the Licensors (or any of them) provides reasonable notice to the Licensee, and the Licensors (or any of them) takes steps to recover those amounts, any reasonable expenses or legal costs the Licensors incur in doing so will be recoverable from the Licensee as a debt.

7. Warranties

- 7.1 The Licensee warrants that it has the full power and authority to enter into and perform this Agreement.
- 7.2 The Licensors each warrant that:
- each of them has the full power and authority to enter into this Agreement; and
 - each of them has the authority to grant the relevant rights comprised in the Music Licence.

8. Variation by the Licensors

- 8.1 The Licensee acknowledges and agree that if this Music Licence is an Ongoing Licence, the Licensors may amend any or all of the terms and conditions of this Music Licence at any time (other than the grant of rights under clause 1 of the Terms and Conditions, and any Licence Fee rates and/or minimum fees specified under the Agreement), provided that:
- the Licensors provide the Licensee with reasonable notice of any such amendments (**Amendment Notice**); and
 - the changes so notified will only take effect as at the commencement of the Licence Year following the Licence Year in which the Amendment Notice was received.
- 8.2 If the Licensee does not agree with the amended terms and conditions as notified in an Amendment Notice, the Licensee may terminate this Agreement to be effective as at the end of the Licence Year in which the Amendment Notice was received.

9. Termination

- 9.1 Either party may terminate this Agreement on at least one (1) months' notice to the other party, not to be effective before the end of the Licence Year in which such notice is given.
- 9.2 At any time during the Term, the Licensors may immediately terminate this Agreement by notice, if the Licensee:
- fails to pay any sum when due under this Agreement within 30 days after the due date;
 - breaches any other term of this Agreement and fails to remedy the breach within 21 days after being requested in writing to do so by the Licensors; or
 - goes into liquidation, has a receiver or receiver and manager appointed to its assets or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration, subject to the statutory stay provisions in the *Corporations Act 2001* (Cth).
- 9.3 The Licensee may immediately terminate this Agreement by notice:
- if the Licensors breach any term of this Agreement and fails to remedy the breach within 21 days after being requested in writing to do so; or
 - if any of APRA, AMCOS or ARIA go into liquidation, has a receiver or receiver and manager appointed to its assets or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration, subject to the statutory stay provisions in the *Corporations Act 2001* (Cth)

10. Dispute Resolution

- 10.1 The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this Agreement prior to commencing any proceedings, but failure to do so will not be deemed a breach of this Agreement entitling any party to terminate.
- 10.2 A party wishing to resolve a dispute must notify the other party of the existence of the dispute and must identify the nature of the dispute in writing. If a dispute under this Agreement has not been resolved between the parties within 30 days after the notice of the dispute has been given, either party may require the dispute to be referred to the "Resolution Pathways" (<http://www.resolutionpathways.com.au/>) alternative dispute resolution mechanism or such other dispute resolution mechanism as agreed in writing between the parties.
- 10.3 Nothing in this clause 10 effects the right of any party to seek a determination from the Copyright Tribunal of Australia in relation to the subject matter of this Agreement.

11. Notices

- 11.1 Any notice or other communication to or by a party under this Agreement must be in writing addressed to the other party.
- 11.2 All notices to the Licensors must be sent to:
- APRA AMCOS
c/o Director of Media Licensing
16-20 Mountain Street
Ultimo, NSW, 2007
- medialicensing@apra.com.au
- 11.3 All notices to the Licensee will be sent to the Licensee as per *Your Information* of this Agreement, or to such other postal address or email address as notified by the Licensee to the Licensors in writing for this purpose.

12. Confidentiality

- 12.1 The Licensee agrees to keep the Confidential Information of the Licensors confidential during and after the Term and will take reasonable steps to protect the Confidential Information against unauthorised use or disclosure.
- 12.2 Subject to clause 12.3, the Licensors agree to keep the Confidential Information of the Licensee confidential during and after the Term and will take reasonable steps to protect Confidential Information against unauthorised use or disclosure.
- 12.3 Confidential Information provided by the Licensee to the Licensors may be:
- used for the purpose of advising and paying distributions to the Licensors' respective members and licensors;
 - disclosed to each of the Licensors' auditors and other professional advisers; and
 - aggregated to provide industry statistics for publication or consultation by any or all of the Licensors.

13. Miscellaneous

- 13.1 This Agreement embodies the entire understanding and agreement between the parties as to its subject matter.
- 13.2 A waiver of any single or partial right, power or remedy, or a breach of any provision of this Agreement does not operate as a waiver of another right, power or remedy, or a breach of the same or of any other provision of this Agreement. A party does not waive a right, power, remedy or breach if it fails to exercise or delays. A waiver of a right, power, remedy or breach must be in writing and signed by the party or parties giving the waiver.
- 13.3 If any provision of this Agreement is held to be unenforceable, all other provisions continue in full force and effect.
- 13.4 This Agreement is personal to the Licensee. The Licensee is not entitled to assign any of its rights or novate its obligations without the Licensors' prior written consent.
- 13.5 This Agreement may only be varied by the written agreement of the parties.
- 13.6 This Agreement must be construed in accordance with the laws in force in the State of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of New South Wales Courts.

14. Definitions

In this Agreement:

- Act** means the *Copyright Act 1968* (Cth) as amended from time to time;
- Advertisement** means an announcement designed to attract the attention of the public or any part of it to a product or service, person, organisation or line of conduct;
- Agreed Rate** means the interest rate for overdrafts as published by the Reserve Bank of Australia (as identified by the RBA's mnemonic FILRSBVOO) plus 2 percentage points, calculated on daily rests from the due date to the date of payment;
- Agreement** means this agreement and any and all schedules, attachments and/or annexures and any and all statements or declarations;
- AMCOS** means Australasian Mechanical Copyright Owners Society Limited (ABN 78 001 678 851);
- AMCOS Work** means a Work in respect of which AMCOS is entitled to administer the right of reproduction in Australia, other than Production Music Works;

APRA means Australasian Performing Right Association Limited (ABN 42 000 016 099);

APRA Work means a Work in respect of which the right of communication to the public is owned or controlled by APRA for Australia;

ARIA means Australian Recording Industry Association Limited (ABN 72 002 692 944);

ARIA Sound Recordings means all Sound Recordings for which ARIA has the authority to grant the Music Licence in Australia;

Authorised Event means private, domestic or community focused event such as:

- a. weddings, birthdays, funerals or pre-recorded wills;
- b. personal holiday events or tours;
- c. amateur music recitals, dance school concerts, eisteddfodau or school concerts;
- d. closed rehearsals;
- e. community based sporting events and general events with a maximum of capacity of 1000 attendees;

and which is not an Excluded Event;

Choral Work means a musical work written to be sung by a choir or other group of singers with or without any musical accompaniment;

Commencement Date means the first day of the month of the commencement year declared by the Licensee on page 1 of this Agreement;

Communicate and **Communication** have the same meaning as in the Act;

Confidential Information means:

- a. for each party, information that is identified or treated by the party as confidential at the time of its disclosure to the other parties, or which by its nature can reasonably be inferred to be confidential from the circumstances in which it is disclosed;
- b. information of a party disclosed to the other parties of which the other parties become aware is confidential, whether before or after the date of this Agreement, but does not include information:
 - c. that is in the public domain at the time it is used or disclosed by a party; or
 - d. created by a party (whether alone or jointly with any third person) independently of the other parties;

Customer means each person who, within a Licence Year, engages the Licensee to:

- a. make a Video Production of one (1) Authorised Event; or
- b. transfer Home Movies;

Consumer Price Index means the All Groups CPI, weighted average of eight capital cities index published by the Australian Bureau of Census and Statistics or any other authority substituted by Statute, related to base year 1989-90 equals 100, and **September Quarter** in that respect means the quarter year ending 30 September;

Domestic Use means the private and domestic use of the Customer for whom the Video Production or Home Movie was made subject to these Terms and Conditions;

Dramatic Context means the performance of ARIA Sound Recordings or APRA Works:

- a. in conjunction with a presentation on a live stage that has:
 - i. a storyline; and
 - ii. one or more narrators or characters; or
- b. as a ballet;

Excluded Event means any event or activity:

- a. that involves the use of ARIA Sound Recordings or APRA Works in a Dramatic Context;
- b. where the primary focus of the event or production is a performance by a professional performer, whether or not there is an entry free or charge to attend;
- c. presented to the general public for the substantial purpose of making a profit; or

- d. created for the substantial purpose of supporting a political party or movement, social cause or movement;
- e. where the Video Production is created as a corporate, training or educational video or for the purpose of sale to the general public;
- f. that uses ARIA Sound Recordings or APRA Works in any manner that could reasonably be regarded as suggesting or implying that any business, person, goods, products, services, or Authorised Event is approved, affiliated, associated or endorsed with the relevant artist whose performance is contained in the music or any other party who has rights in connection with the music

Film means a copy of a cinematograph film within the meaning of that term contained in the Act;

Grand Right Work means an opera, operetta, musical play, ballet, review or pantomime for which the words and music were expressly written;

GST means goods and services tax, or similar value added tax levied or imposed in Australia pursuant to the GST Act, or otherwise, on a supply;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Home Movie means an audio-visual recording of an Authorised Event created by a Customer which includes AMCOS Works and/or ARIA Sound Recordings;

Licensors means APRA, AMCOS and ARIA and each individually are a Licensor;

Licence Fee has the meaning set out in clause 4;

Licence Year means any 12 month period (or part thereof) during the Term commencing on the Commencement Date or the anniversary of the Commencement Date as the case may be;

Licensee means the legal entity named in the Licensee Details section of this Agreement;

Physical Media means which includes DVD, USB, Blu-ray, or any other physical digital storage media;

Production Music Work means any musical work for which AMCOS is granted the right to license reproductions of the Production Music Sound Recording by the copyright owner or exclusive licensee;

Production Music Sound Recording means any sound recording for which AMCOS is granted by the music publisher the right to license reproductions of the sound recording;

Production Music Suppliers means each of the production suppliers represented by AMCOS, as listed at: <https://www.apraamcos.com.au/production-music/how-it-works/supplier-list>;

Production Music Work means any musical work for which AMCOS is granted by the music publisher the right to license reproductions of the sound recording of that work;

Secure Electronic Transfer means transfer via secure email, secure messaging, or privately shared link to secure cloud based storage which is only accessible by a Customer;

Secure Website means a password protected or restricted access platform owned or operated by the Licensee for the purpose of delivering Video Productions and/or Home Movies to their Customers;

Sound Recording has the same meaning as in the Act;

Term means the period set out in clause 3 of this Agreement;

Video Production means an audio-visual recording of an Authorised Event made by the Licensee where AMCOS Works and/or ARIA Sound Recordings (or any part thereof) may be:

- a. captured simultaneously with the video of an Authorised Event; or
- b. synchronised with images and video during the process of post-production; and

Work means a musical work and any literary work normally associated with it by the copyright owner for Australia, and a reference to a Work includes a reference to a share in any such Work.