

FPRA Licence Application

Music in Hotels



Please complete the relevant section(s), sign and return to: GPO Box 15061, Suva, Fiji Islands or fax (679) 330 3340

I/We apply for a licence from FPRA which, subject to the terms set out on this and the reverse page, authorises the performance in public of any and all of the musical Works within FPRA's repertoire in the circumstances and by the method(s) as described in the Licence Scheme(s) below in respect of which I/We have indicated that application is being made.

PUBLIC PERFORMANCE	METHOD OF PERFORMANCE	ANNUAL RATE*	QTY (units)	TOTAL \$
BACKGROUND MUSIC Includes CD players, record players, tape players, or background music service.	Background Music System	\$79.60		
	Additional Speaker	\$3.92		
RADIO and/or TV/DVD TV sets includes TV sets used to show videos, free to air TV, satellite TV, broadcast and cable TV.	Radio	\$79.60		
	Additional Speaker	\$3.92		
	Television	\$79.60		
LARGE SCREEN TV/VIDEO JUKE BOXES To authorise musical performances at the premises by a screen larger than a normal television screen or video juke box.	Additional Speaker	\$3.92		
	Video Juke Box	\$76.90		
	Additional Speaker	\$3.92		
AUDIO JUKE BOXES AND KARAOKE To authorise musical performances at the premises by audio juke boxes and by means of Karaoke.	Audio Juke Box	\$236.50		
	Additional Speaker	\$3.92		
	Karaoke	\$236.50		
GUEST ROOMS	NUMBER OF ROOMS	ANNUAL RATE*		
GUEST ROOMS To authorise musical performances in individual guest rooms by television, radio, CD player, record players, tape players or background music service.	1- 10 rooms	\$267.89		
	11 - 50 rooms	\$497.50		
	51 - 75 rooms	\$612.29		
	76 - 100 rooms	\$717.53		
	101 - 150 rooms	\$918.82		
	151-200 rooms	\$1097.93		
	201 - 275 rooms	\$1356.23		
	276 - 350 rooms	\$1585.84		
	Additional rooms (above 351)	\$2.68 each		
COMMUNICATION	EXTERNAL LINES PER LOCATION	ANNUAL RATE* PER LOCATION	No. OF** LOCATIONS	TOTAL \$
MUSIC ON HOLD	1-5 lines	\$111.89		
	6-10 lines	\$176.65		
	11-25 lines	\$306.22		
	26-50 lines	\$618.31		
	51-100 lines	\$1059.95		
	101-200 lines	\$1884.32		
	201-300 lines	\$3297.57		
	301-400 lines	\$4357.50		
	Additional lines (above 400)	\$13.10 each		
AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 15% VAT.				TOTAL \$

AMOUNTS STATED ON THIS APPLICATION ARE INCLUSIVE OF 15% VAT.

NB: Additional Speakers, being more than the (2) connected to the background music system, TV, radio, or juke box.

*The annual rates set out above are current from 1 January 2011 to 31 December 2011. **Where multiple locations are to be covered under this Application, a schedule must be attached providing the relevant details of each location.

Name of Applicant COMPANY / PARTNERSHIP / SOLE TRADER _____ (APPLICANT)

Name of Business _____

Address _____

Address for Correspondence _____

Date on which music usage commenced COMMENCEMENT DATE _____

Signed by/on behalf of the Applicant SIGNATURE _____ DATE _____

PRINT NAME IN FULL _____ POSITION OF PERSON SIGNING _____

EMAIL _____

MOBILE _____

PHONE _____

FAX _____

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

OFFICE USE ONLY

LICENCE NO. _____ EXPENDITURE FEE _____ VAT EXCLUSIVE FEE _____ RECEIVED _____ PREMISES TYPE CODE _____ DATE _____



FPRA Licence Agreement – Music In Hotels

1. SCOPE OF LICENCE

- 1.1 FPRA grants the Applicant a licence to perform in public and/or communicate Works within FPRA'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:
 - (a) the public reception of any performance beyond the precincts of the Premises;
 - (b) the performance or Communication of Grand Right Works in their entirety;
 - (c) the performance in whole or in part of any musical work in a Dramatic Context;
 - (d) the performance in whole or in part of any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - (e) the performance or Communication of any choral work of more than 20 minutes' duration in its entirety;
 - (f) the performance or Communication of any music and associated words so as to burlesque or parody the work;
 - (g) the performance or Communication of any musical work with new or substituted lyrics, or any lyrics which have been notified by FPRA as prohibited;
 - (h) the performance or Communication of any sound recording; or
 - (i) any other right not expressly granted under this agreement.

2. DURATION OF THE AGREEMENT

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's notice terminating on the anniversary of the expiry of the initial period.

3. CALCULATION OF AMOUNT PAYABLE

- 3.1 Subject to FPRA's right to reassess the amount payable under clause 3.3, the Applicant must pay FPRA:
 - (a) for the first Licence Year, an amount equal to;
 - (i) the total of each annual rate current for that Licence Year, for each Device and/or number of rooms specified on the front of this agreement; and/or
 - (ii) the annual rate for each premises set out on the front of this agreement where music on hold is used; and
 - (b) for each subsequent Licence Year, an amount equal to;
 - (i) the total of each annual rate current for that Licence Year, for each Device and/or number of rooms as at the date of FPRA's invoice under clause 5; and/or
 - (ii) the annual rate current for that Licence Year for each Premises where music on hold is used as at the date of FPRA's invoice under clause 5.
- 3.2 On 1 January each year, the VAT exclusive annual rates will be calculated by increasing the then current VAT exclusive annual rates by the percentage increase in the Consumer Price Index for the previous calendar year.
- 3.3 On FPRA's receipt of the information under clause 4.1, FPRA may issue an invoice for any additional amounts payable.

4. SUPPLY OF INFORMATION

- 4.1 The Applicant must notify FPRA within 28 days of any change to the particulars on the front of this agreement.
- 4.2 The Applicant must, on request by FPRA, supply FPRA with a list of all music performed at and Communicated from the Premises in the form and for the period specified by FPRA from time to time.

5. CONFIDENTIALITY

- 5.1 Subject to clause 5.2, FPRA must during and after the term of this agreement treat as confidential all information provided by the Applicant that can be properly regarded as confidential and is not in the public domain.
- 5.2 FPRA may disclose the information to its auditors and other professional advisers.

6. PAYMENT

The Applicant must pay the amount payable calculated in accordance with clause 3 for each Licence Year within 14 days after the date of FPRA's invoice stating the amount payable for the Licence Year.

7. TERMINATION

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

- (a) fails to pay any sum when due under this agreement within 14 days after the due date;
- (b) 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 FPRA;
- (c) 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
- (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

8. DEFINITIONS

In this agreement:

Consumer Price Index means the Index of Statistical News, published monthly by the Fiji Islands Bureau of Statistics. The CPI is based on 1993 equals 100.

Device means any device referred to on the front of this agreement.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it.

Licence Year means any 12 month period commencing on the day which is the first day of a month and nearest the Commencement Date or the anniversary of that date as the case may be.

Works within FPRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Fiji, the rights of Public Performance and Communication of which are vested in FPRA for Fiji.

9. NOTICES

- 9.1 A notice under this agreement must be in writing and may be given to a party by:
 - (a) delivering it to the address of the party;
 - (b) sending it by pre-paid post to the address of the party; or
 - (c) 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.
- 9.2 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.

10. MISCELLANEOUS

- 10.1 No waiver by FPRA 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.
- 10.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without FPRA's prior written consent.
- 10.3 This agreement may only be varied by the written agreement of the parties.
- 10.4 The Applicant must pay to FPRA within 14 days after the date of an invoice issued by FPRA an amount on account of stamp duties and taxes, arising in respect of this agreement.
- 10.5 This agreement must be construed in accordance with the laws in force in the Fiji Islands and the parties agree to submit to the jurisdiction of Fiji Courts.

SIGNED AS AGREED

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

For and on behalf of FPRA
by its duly authorised officer

SIGNATURE