



FPRA Licence Application

Live Performances

GLA

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 Works within FPRA's repertoire occurring at the Premises, by means of Live Artist Performers.

Annual Rates

2.75% of the Applicant's **Gross Expenditure on Live Artist Performers.**

The annual fee is subject to a minimum annual fee of \$79.60.

Annual **Gross Expenditure on Live Artist Performers**

\$ x 2.75% = \$

If figures specified are for a period of less than 12 months, specify that period: From / / To / /

Annual fees shall be calculated, for the purposes of this application and its particulars, by extrapolating those figures given over a 12 month period.

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

* The annual rate set out above is current from 1 January 2011 to 31 December 2011.

Name of Applicant COMPANY / PARTNERSHIP / SOLE TRADER

APPLICANT

Name of Premises where performances occur

PREMISES

Address

EMAIL

Address for Correspondence

MOBILE

() _____

PHONE

Date on which music usage commenced

COMMENCEMENT DATE

FAX

Signed by/on behalf of the Applicant

SIGNATURE

DATE

PRINT NAME IN FULL

POSITION OF PERSON SIGNING

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 - GLA

1. SCOPE OF THE LICENCE

- 1.1 FPRA grants the Applicant a licence to perform in public 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 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 of any choral work of more than 20 minutes' duration in its entirety;
 - (f) the performance of any music and associated words so as to burlesque or parody the work;
 - (g) the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by FPRA as prohibited;
 - (h) the performance 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 The applicant must pay FPRA, for each Licence Year, an amount equal to the greater of:
 - (a) the amount calculated in accordance with the formula specified on the front of this agreement using the gross expenditure on Live artist Performers for that Licence Year; and
 - (b) the minimum annual fee current for that Licence Year
- 3.2 On 1 January each year, the VAT exclusive minimum annual fee will be calculated by increasing the then current VAT exclusive minimum annual fee by the percentage increase in the Consumer Price for the previous calendar year.

4. SUPPLY OF INFORMATION

- 4.1 The Applicant must notify FPRA within 14 days after the end of each Licence Year of the Gross Expenditure on Live Artist Performers for that Licence Year.
- 4.2 The information required under clause 4.1 must be certified by the Applicant or, if the Applicant is a corporation, by an officer of the Applicant.
- 4.3 The Applicant must notify FPRA within 28 days of any change to the particulars on the front of this agreement.
- 4.4 The Applicant must, within 28 days after FPRA's request, supply FPRA with a list of:
 - (a) all music performed at the Premises;
 - (b) the number of times performed; and
 - (c) the duration of each performance,in the form and for any period specified by FPRA from time to time.

5. PAYMENT

- 5.1 At the commencement of each Licence Year, FPRA will issue an invoice for a provisional amount payable being:
 - (a) for the first Licence Year, the greater of:
 - (i) the amount calculated in accordance with the formula and using the information supplied by the Applicant on the front of this agreement; and
 - (ii) the minimum annual fee current for that Licence Year; and
 - (b) for each subsequent Licence Year, the greater of:
 - (i) the amount calculated in accordance with the formula on the front of this agreement using the information supplied by the Applicant under clause 4.1 for the previous Licence Year; and
 - (ii) the minimum annual fee current for that Licence year.
- 5.2 The Applicant must pay any invoice issued by FPRA under clause 5.1 within 14 days after the date of the invoice.
- 5.3 On FPRA's receipt of the information under clause 4.1, FPRA must calculate the amount payable for the immediately preceding Licence Year in accordance with clause 3.
- 5.4 If the amount payable for a Licence Year exceeds the provisional amount paid by the Applicant under clause 5.1, the Applicant must pay the excess to FPRA within 14 days after the date of the invoice.
- 5.5 If the amount payable for a Licence Year is less than the provisional amount paid by the Applicant under clause 5.1, FPRA must at its option either credit or refund the amount of the difference to the Applicant.
- 5.6 On FPRA's receipt of the information under clause 7, FPRA may issue an invoice for any additional amounts. The Applicant must pay any invoice issued under this clause within 14 days after the date of the invoice.

6. RECORDS

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

7. AUDIT OR EXAMINATION

- 7.1 FPRA may on 7 days' notice to the Applicant audit or examine the Applicants books of account and other records to:
 - (a) determine the correctness of any report or payment under this agreement; or
 - (b) in the case of a failure by the Applicant to provide information in accordance with clause 4.1, to obtain information required to be provided under that clause.
- 7.2 The Applicant must pay the cost of the audit or examination if it:
 - (a) establishes that the information provided by the Applicant resulted in the amounts payable under this agreement being understated by more than 5%; or
 - (b) is undertaken under clause 7.1(b).

8. 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.

9. DEFINITIONS

In this agreement:

Agent means any agent, manager, assistant or associate of the Live Artist Performer.

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.

Gross Expenditure on Live Artist Performers means all monies and the monetary value of all benefits receivable directly or indirectly by the Live Artist Performer including all salaries, wages, profit shares, allowances, accommodation, travelling and other expenses (but excluding Gross Sums Paid for Admission and government taxes or other charges) and whether receivable by the Live Artist Performer or an Agent.

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.

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

Works within FPRA's repertoire means all musical works, including any words normally associated with those works by the copyright owner for Fiji, the right of communication of which are owned and controlled by FPRA for Fiji.

10. NOTICES

- 10.1 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.
- 10.2 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.

11. MISCELLANEOUS

- 11.1 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.
- 11.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without FPRA's prior written consent.
- 11.3 This agreement may only be varied by the written agreement of the parties.
- 11.4 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.
- 11.5 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

DATE