



FPRA Licence Agreement

Music on Hold

GMH

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 Communication of Works within FPRA's repertoire through the by the use of radio, CD, tape or other storage device when operated by way of audio device on a telecommunication system to telephone callers on hold (**Communication**).

EXTERNAL LINES PER LOCATION	ANNUAL RATE* PER LOCATION	No. OF**LOCATIONS	TOTAL \$
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 \$
<small>* 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.</small>			

Name of Applicant COMPANY / PARTNERSHIP / SOLE TRADER
APPLICANT _____

Name of Premises where performances occur
PREMISES _____

Address

Address for Correspondence

EMAIL _____
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. _____ VAT EXCLUSIVE FEE _____ RECEIVED _____ PREMISES TYPE CODE _____ DATE _____



FPRA Licence Agreement - GMH

1. SCOPE OF LICENCE

- 1.1 FPRA grants the Applicant a licence to 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 performance of any Works within FPRA's repertoire;
 - (b) the Communication of Grand Right Works in their entirety;
 - (c) the Communication of any choral work of more than 20 minutes' duration in its entirety;
 - (d) the Communication of any music and associated words so as to burlesque or parody the work;
 - (e) the Communication of any musical work with new or substituted lyrics, or any lyrics which have been notified by FPRA as prohibited;
 - (f) the communication of any sound recording; or
 - (g) 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 licence fee under clause 3.3, the Applicant must pay FPRA:
 - (a) for the first Licence Year, an amount calculated in accordance with the annual rate current for that Licence Year 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 the total of 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 6.
- 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 Communicated from the Premises under this agreement in the form and for the period specified by FPRA from time to time.

5. CONFIDENTIALITY

- 5.1 Subject to clause 5.2, FPRA 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.
- 5.2 FPRA may disclose this 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 base year 1993 equals 100.

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 right of communication of which are owned and controlled by 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

DATE