

Kids Music Company Ltd
Licence Application
Music Classes



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Please complete this form, sign and return to: Kids Music Company Ltd. (See attached letter for methods of return).

The applicant named below, (the applicant), applies for a licence from Kids Music Company Ltd, (KMC), which authorises the Applicant to use music from any of KMC's original albums in the Applicant's music classes.

Licence Fee:

We have used a graded Licence Fee system according to the number of sessions you and your staff teach in a week. If your business runs more than 30 sessions in a week you will need a second or multiple Licence/s.

# of sessions per week	Licence Fee per annum	If your business runs more than 30 classes per week you will require a second Licence. (eg) If your business teaches 50 classes per week you apply for: <u>Licence 1</u> 30 sessions = NZ\$320.00 <u>Licence 2</u> 20 sessions = NZ\$240.00 TOTAL = NZ\$560.00
1 – 2 sessions	NZ\$80.00	
3 – 5 sessions	NZ \$120.00	
6 – 10 sessions	NZ \$160.00	
11 – 15 sessions	NZ \$200.00	
16 – 20 sessions	NZ \$240.00	
21 – 25 sessions	NZ \$280.00	
26 – 30 sessions	NZ \$320.00	

Please note:

- GST will be added to all amounts for NZ Applicants only.

<u>Licence 1</u> : Number of sessions per week		=	NZ\$
<u>Licence 2</u> : Number of sessions per week (if applicable)		=	NZ\$
All amounts are exclusive of GST	TOTAL	=	NZ\$

Name of Applicant: _____

Number of sessions per week my business runs: _____ (please attach a weekly timetable).

Effective Date: (either today's date or future date when business will commence) _____

Address for Correspondence: _____

Ph: _____ Fax: _____ Mob: _____

Email: _____

Website (if applicable): _____

Signed by Applicant: _____ Date: _____

Print Name in Full _____ Position: _____

The Licence will only be effective once the Applicant receives a copy of this Agreement signed by KMC, and the annual Licence Fee has been paid.

**** Please read and sign the Terms and Conditions over the page before returning the Application Form.**

Kids Music Company Limited Licence Agreement

Kids Music Company Limited (KMC) grants the Applicant a licence to perform in public, the KMC Works (the Licence) in the manner described on the front page of this Agreement and on the following terms.

1. DEFINITIONS

In this Agreement

- (a) **KMC Works** means all musical works, including words associated with those works, but excludes works only available through the purchase of KMC's licensed programme;
- (b) **Licence Year** means a 12 month period commencing on the Effective Date or on the anniversary of that date;
- (c) Other terms with capital initials have the meanings given to them on the front page or elsewhere in this Agreement.

2. TERM

The Licence Year commences on the Effective Date. After the expiry of the initial Licence Year, this Agreement will continue for successive Licence Years until this Agreement is terminated by either party in giving the other not less than one month's notice expiring on an anniversary of the Effective Date.

3. LICENCE RESTRICTIONS

The Licence excludes

- (a) The public reception of any performance outside the Venue;
- (b) The performance of any of the KMC Works in conjunction with acting, costumes, scenic accessories, scripted dialogue, or other dramatic effects, or as a ballet;
- (c) The performance of any KMC Works with other lyrics, or any lyrics prohibited by KMC;
- (d) Any other right not expressly granted under this Agreement.

4. LICENCE FEES

4.1 The Applicant must pay KMC

- (a) For the first Licence Year, the Licence Fee calculated in accordance with the formula on the front page of this Agreement and
- (b) For each subsequent Licence Year, the Licence Fee calculated in accordance with the formula on the front page of this Agreement for the number of sessions notified by the Applicant to KMC as at the date of KMC's invoice issued under clause 6 using the rates current for the Licence Year.

4.2 On each anniversary of the Effective Date KMC will calculate the Licence Fee by increasing the then current Licence Fee by the percentage increase in the Consumer Price Index (All Groups) over the 12 months ending on 31 March immediately preceding the relevant anniversary.

4.3 KMC will send the Applicant an invoice for the Licence Fee calculated in accordance with clauses 4.1 and 4.2 and the Applicant must pay that invoice within 14 days after the date of KMC's invoice.

4.4 The Applicant must notify KMC within 28 days of any change to the particulars of the front page of this Agreement. On receipt of such information KMC may issue a further invoice for any additional amounts payable.

4.5 There will be **no refund of Licence Fees** if Applicant discontinues classes or reduces the number of sessions during a Licence Year.

5. CONFIDENTIALITY

KMC will keep 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. KMC may however disclose this information to its auditors and other professional advisers.

6. TERMINATION

KMC may immediately terminate this Agreement on giving written notice to the Applicant if the Applicant:

- (a) Fails to pay any sum when due under this agreement within 7 days of the due date;
- (b) Breaches any other terms of this Agreement and fails to remedy the breach within 14 days after being required to do so;
- (c) Goes into liquidation, has a receiver appointed, enters into a scheme of arrangement with creditors, or commits any other act of insolvency.

7. NOTICES

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 other party;
 - (b) sending it by pre-paid post to the address of the other party;
 - (c) sending it by facsimile to the facsimile number of the other party; or
 - (d) sending it by email to the email address of the other party;
- and the notice will be deemed to have been received by the other party on receipt.

8. MISCELLANEOUS

8.1 No waiver by KMC of a breach of this Agreement operates as a waiver of another breach of the same or any other provision of this Agreement.

8.2 The Applicant may not assign any of its rights or obligations under this Agreement without KMC's prior written consent.

8.3 This Agreement may only be varied by the written agreement of the parties.

8.4 The Applicant must pay all costs and expenses (including debt collection and legal costs on a solicitor/client basis) incurred by KMC in enforcing its rights under this Agreement.

8.5 This Agreement will be governed by the laws in force in New Zealand and the parties submit to the non-exclusive jurisdiction of New Zealand Courts.

Signed _____ Printed Name: _____ Date _____

For (Name of Applicant) _____

OFFICE USE ONLY

KIDS MUSIC COMPANY LTD accepts the application and grants a licence on the terms set out above.

Signed _____ Printed Name _____ Date _____