

## **AMCOS CONTROLLED PRODUCTION MUSIC CLIENT CODE OF CONDUCT**

Anyone wishing to use AMCOS controlled Production Music must agree to this AMCOS controlled Production Music Client Code of Conduct (“Code of Conduct”), an agreement between AMCOS and music users which defines the terms of how AMCOS controlled Production Music may be used and the procedure for making licence applications.

Set out below are the terms and conditions of the agreement entered into between the Australasian Mechanical Copyright Owners’ Society Limited ("AMCOS") and a Production Company (“Producer”) where the Producer has offered to enter into an agreement on such terms and conditions and AMCOS has notified the Producer of its acceptance of that offer.

1. AMCOS enters into this Code of Conduct on behalf of itself and its current and future Production Music Library members (“Production Music Publishers”) – for a current list see <http://www.apra-amcos.com.au/MusicConsumers/ProductionMusic/GetProductionMusic.aspx>
2. AMCOS hereby authorises the Producer to receive Musical Works and Sound Recordings known as Production Music controlled or administered by the Production Music Publishers (“Production Music Works”) during the period of this Code of Conduct in the form of sound carriers supplied by Production Music Publishers (“Production Music Discs”/ “Production Music Files”).
3. In return for the above authorisation, the Producer agrees that it will at all times comply with the terms and conditions set out in this Code of Conduct. The authorisation is conditional upon the Producer doing this.
4. For the avoidance of doubt, no authorisation is granted to the Producer under this Code of Conduct to either copy or distribute Production Music Works. Such authorisation may only be granted by the issuing of a licence. Any such licence is, for the further avoidance of doubt, subject to the conditions set out in this Code of Conduct as well as those set out in the licence itself.
5. In order to apply for a licence to copy and/or distribute Production Music Works, the relevant AMCOS Production Music Licence Application Form (“Licence Application Form”) must be fully and accurately completed by the Producer and received by AMCOS in accordance with the following rules. The Producer must complete all parts of the Licence Application Form set out in either the AMCOS On-line Production Music Licensing Facility or the paper Licence Application Form. This must be carried out for each separate production incorporating any Production Music Work, and the Producer must deliver the properly completed Licence Application Form to AMCOS immediately upon completion of the production.
- 6.(a) Licences for the recording of Production Music Works are granted in the form of invoices at rates published in the AMCOS Production Music Rate Card and on terms and conditions set out on the Licence Application Forms. However, where the relevant Licence Application Form has not been received by AMCOS in accordance with the provisions of this Code of Conduct, AMCOS on behalf of the Production Music Publishers reserves the right to charge rates above those published.

(b) Licences are at all times conditional upon full compliance with the terms and conditions set out in the Licence Application Forms, including the payment of the royalties and other fees specified in the invoice and GST thereon within the period stated in the invoice.

7.(a) AMCOS may give written notice of not less than 14 days that it wishes to carry out verification procedures at the Producer's premises. Where this notice has been given, the Producer will allow AMCOS through its authorised representatives to attend any of the Producer's premises, and inspect and take copies of productions, books, documentary records and supporting documentation (for example, the Client's production details) as they consider are required to check that the Producer is fulfilling its obligations under this Code of Conduct and any licences granted by AMCOS. The Producer undertakes that it will maintain books and documentary records and such underlying documentation as will enable the representatives to carry out their task satisfactorily. This Clause applies even after this Code of Conduct has been terminated, but only for a period of one year thereafter.

(b) Where the verification procedures carried out as referred to in (a) above (or any other inspections, verifications or other monitoring exercises that AMCOS undertakes) reveal that the Producer has failed to properly license its productions according to this Code of Conduct (or any AMCOS licence issued under it), then AMCOS reserves the right to charge the Producer in relation to its costs incurred in undertaking such inspection, verification or other monitoring exercise (in addition to any further licence fees that may be payable).

8. Where the Producer is or becomes a member of a trade organisation or other similar organisation or association with whom AMCOS has an agreement with regard to the use of Production Music Works, this Code of Conduct shall be subject to the terms and conditions of that agreement. If the latter agreement ceases to have effect for any reason, this Code of Conduct shall again apply with effect from the date of termination.

9(a) This Code of Conduct may be terminated by either party upon 4 weeks written notice.

(b) In addition, AMCOS shall have the right to terminate this Code of Conduct immediately by written notice to the Producer if: (i) the Producer commits a material breach of this Code of Conduct which is not capable of remedy; or (ii) the Producer commits a material breach of this Code of Conduct which is capable of remedy but which has not been so remedied within 7 days of notice thereof; or (iii) the Producer, 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 (iv) the Producer, being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

(c) AMCOS may amend this Code of Conduct by giving four weeks' notice to the Producer, at which point such amended Code of Conduct will become binding on the Producer. The Producer may in such circumstances terminate the Code of Conduct by giving notice to AMCOS prior to the date on which the amendment was to take effect.

(d) If this Code of Conduct is terminated as between AMCOS and the Producer, then the Producer shall no longer have the right to apply for licences from AMCOS to copy and/or distribute Production Music Works.

10. Copies of the AMCOS Production Music Rate Card and Online Licence Application Form are available on the website [www.apra-amcos.com.au](http://www.apra-amcos.com.au) and the Producer hereby confirms that it is familiar with these documents. All references to such documents are references to the documents as published and updated from time to time by AMCOS.

11. AMCOS will not supply the Producer's contact details to any Production Music Publishers but will provide general information regarding the work carried out by the Producer, being limited to number of invoices and/or reproductions of Production Music that the Producer has licensed or reported.

12. This Code of Conduct is only between AMCOS and the Producer, and its terms and conditions may not be relied on by any other party. The Producer is not entitled to assign any of its rights without AMCOS' prior written consent.

13. This agreement is to be construed in accordance with the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales, unless the Producer's principal place of business is in New Zealand in which case the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.