

TERMS OF AGREEMENT

IT IS AGREED as follows:

1. DEFINITIONS

- 1.1 **Authorised Song Owner List** means the list of song Owners whose entire collection of Songs is available to be licensed by CCL in accordance with the terms of the Licence.
- 1.2 **Authorised Publication Owner List** means the list of publication Owners whose entire collection of Publications is available to be licensed by CCL in accordance with the terms of the Licence.
- 1.3 **CCL** means Christian Copyright Licensing Asia-Pacific Pty Ltd (ACN 058-717-552), a company registered in Victoria, Australia.
- 1.4 **CCL's Office** means PO Box 6644 Baulkham Hills Business Centre NSW 2153 Australia, or as notified by CCL Asia-Pacific.
- 1.5 **Licence Certificate** means that certificate provided to each Licensee on commencement of the Photocopy Licence, containing details of that particular Photocopy Licence, including the Photocopy Licence Number.
- 1.6 **Licence Period** means that period of one year from the date of the Licence.
- 1.7 **Licensee** means that individual, church or organisation who enters a Photocopy Licence with CCL for the Photocopying of Songs.
- 1.8 **Owner** means the copyright owner of a Song and/or the copyright owner of a Publication.
- 1.9 **Photocopy** or **Photocopies** means the exact reproduction of Songs, and **Photocopy** or **Photocopying** refers to the act of making the exact reproduction.
- 1.10 **Photocopy Licence** or **Licence** means that licence entered into by Licensees for the Photocopying of Songs.
- 1.11 **Photocopy Licence Fee** means that amount payable annually by the Licensee to CCL before commencement of this Licence, at the rate specified by CCL, based on the number of Photocopies produced in each Licence Period.
- 1.12 **Photocopy Licence Kit** means those materials supplied by CCL to the Licensee at the commencement of the Licence Period, containing the Photocopy Worksheet, the Authorised Song Owner List, the Authorised Publication Owner List and the Photocopy Licence Certificate and the Photocopying Licence Manual
- 1.13 **Photocopy Licence Number** means that unique number associated with a Licence and listed on the Licence Certificate.
- 1.14 **Photocopy Worksheet** means the form that is to be completed by the Licensee indicating the Songs and Publications Photocopied in accordance with the Licence.
- 1.15 **Program** means the Photocopy Licence Program under which CCL licenses the Photocopying of Songs in accordance with this Agreement.
- 1.16 **Publication** means any publication or part of a publication containing Songs.
- 1.17 **Reporter** means that person elected by a Licensee to be responsible for completion of the Photocopy Worksheet, and its return at the end of the Licence Period.
- 1.18 **Reserved Rights** means the Rights listed in Clause 3. which are specifically reserved to the Owner.
- 1.19 **Rights** means the non-exclusive rights listed in Clause 2.1. To Photocopy Songs from Publications.
- 1.20 **Songs** means musical compositions and/or lyrics.
- 1.21 **Territory** means the territory of Australia and New Zealand.

2. LICENCE OF RIGHTS

- 2.1 After the Licensee has applied and paid for a Photocopy Licence, CCL grants the Licensee a non-exclusive licence of the following rights in the Territory for the Licence Period:
 - 2.1.1. To Photocopy Songs whose Owner is on the Authorised Song Owner List, from Publications whose Owner is on the Authorised Publication Owner List, subject to the following conditions and exceptions:
 - 2.1.1.1. The Licensee must own one original copy of the Publication. In the event the original Publication is permanently out of print, then this condition does not apply.
- 2.2. This Licence is non-transferable and may not be assigned or sub-licensed by the Licensee.

3. RESERVED RIGHTS

- 3.1. The Rights granted to the Licensee in this Agreement shall **exclude** the following Reserved Rights:
 - 3.1.1. To distribute Photocopies of Songs created in exercise of the Rights for use outside of Licensee's need.
 - 3.1.2. To loan, transfer, donate or otherwise give Photocopies of Songs made under the Photocopy Licence to any other Licensee or other person, whether or not they hold a Photocopy Licence.
 - 3.1.3. To rent or sell or otherwise dispose of any Photocopies of Songs created in exercise of the Rights referred to in Clause 2. for any form of direct or indirect remuneration or consideration whether by way of direct payment, gift, donation, free will offering, or any other such payments.
- 3.2. All other rights not specifically granted in Clause 2.1. are reserved to the Owners. For permission to exercise any of the rights not specifically granted in this Agreement, the Licensee must contact the Owner directly.

4. CCL'S DUTIES

- 4.1. CCL shall supply the Licensee with a Photocopy Licence Kit at the commencement of the Licence Period.
- 4.2. CCL shall inform the Licensee of any additions or deletions to the Authorised Song Owner List and the Authorised Publication Owner List from time to time during the Licence Period.

5. LICENSEE'S DUTIES

The Licensee covenants and agrees that:

- 5.1. The Licensee will only make Photocopies as described in Clause 2.
- 5.2. The Licensee will inscribe every Photocopy made with the Licensee's Photocopy Licence Number, in the following format:
Photocopied By Permission. CCL Photocopy Licence No. []
- 5.3. The Licensee shall not alter or change the basic lyric, melody or fundamental character of any Song.
- 5.4. The Licensee shall not, by any act or omission, impair or prejudice the copyright in any of the Songs.
- 5.5. The Licensee shall appoint a Licence Reporter who shall be responsible for completing the Photocopy Worksheet.
- 5.6. Any and all Photocopies of Songs made under this Photocopy Licence will be recorded in **The Photocopy Worksheet**, in the detail and manner specified in the instructions in the Photocopy Worksheet.
- 5.7. The Licensee shall place a copy of these Terms of Agreement and the Photocopy Worksheet in a location visible to those using the photocopy machine(s) located on the Licensee's premise.
- 5.8. Where Photocopies of Songs are made under this Licence outside of the Licensee's premise, any person making those Photocopies will be aware of and comply with the Terms of Agreement.
- 5.9. The Licensee shall send the completed Photocopy Worksheet to CCL on the expiry of the Licence Period.
- 5.10. The Licensee shall supply to CCL a copy of any Photocopy of a Song made under the Licence within 14 days following request from CCL.
- 5.11. The Licensee acknowledges that the Authorised Song Owner List and the Authorised Publication Owner List may vary from time to time and that variation does not give rise to any rights against CCL by the Licensee.

6. INDEMNITY

- 6.1. CCL shall indemnify the Licensee from and against any legal actions, proceedings, claims, demands, costs and expenses arising out of or in connection with this Agreement provided that:
 - 6.1.1. The Licensee has strictly adhered to all terms of this Agreement.
 - 6.1.2. The action directly relates to the use by the Licensee of material that is subject to this Agreement.
- 6.2. The Licensee shall indemnify CCL from and against all claims, actions, proceedings, claims, demands, liability, loss, damage costs and expenses of any kind or liability directly or indirectly incurred or suffered by or brought or made or recovered against CCL by reason of the Licensee being in breach of or failing to perform or which arise directly or indirectly out of any breach or non-performance by the Licensee of any of the Licensee's warranties, representations, undertakings or obligations contained or implied in this Licence.

7. RENEWAL OF PHOTOCOPY LICENCE

- 7.1. The Licensee may renew the Photocopy Licence for a further Licence Period on prior payment of the Licence Fee as notified by CCL, and completion and return of the Photocopy Worksheet.
- 7.2. The terms for each renewal will be the same as for this Licence or on other terms as may be reasonably stipulated by CCL provided that prior notice is given to the Licensee.
- 7.3. CCL may increase the Licence Fee payable on renewal provided that prior written notice is given to the Licensee.
- 7.4. In the event the amount of Photocopies of Songs made in the prior Licence Period was greater or lesser than the amount paid for, CCL will debit or credit (less a \$10 handling charge) the difference between the Licence Fee actually paid and the appropriate Licence Fee for the amount of Photocopies actually made.

8. TERMINATION

- 8.1. CCL may terminate this Licence if Licensee is in breach of any of the terms and conditions of this Licence.
 - 8.1.1. Where it is possible for Licensee to remedy breach, CCL will give notice to the Licensee in writing of breach and the required remedy, and if breach has not been remedied within 21 days CCL will terminate Licence.
- 8.2. The Licensee may terminate this Licence upon 30 days written notice to CCL.
 - 8.2.1. If notice is received by CCL within the first three months, Licensee shall receive the Licence Fee less 25% handling charge. Thereafter, the refund shall be the pro-rata portion of the unexpired period less 25% handling charge.
 - 8.2.2. CCL shall pay the appropriate refund within 21 days of receipt of the completed Photocopy Worksheet in accordance with Clause 9.1.

9. EFFECT OF EXPIRY OR TERMINATION

At expiry or termination of this Photocopy Licence the Licensee shall:

- 9.1. Complete and return the Photocopy Worksheet within 30 days of such expiration or termination.
- 9.2. Cease to make Photocopies under this Licence.
- 9.3. Deliver to CCL or destroy all Photocopies made under this Licence, at the option of CCL, within 30 days of such expiration or termination.

10. STAMP DUTY AND COSTS

- 10.1. Each party shall bear its own costs arising out of the preparation of this Agreement but the Licensee shall bear any stamp duty (including fines and penalties) chargeable on this Agreement and on any instruments executed under this Agreement.

10.2. The Licensee shall indemnify CCL on demand against any liability for that stamp duty.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Australia or New Zealand and the parties submit to the non-exclusive jurisdiction of the Australian or New Zealand Courts.