

This is a legal contract between Copyright Licensing Limited (**CLNZ**) and the **Licensee** .

COPYRIGHT LICENSING LIMITED, a duly incorporated company having its registered office at Level 6, 19-21 Como Street, Takapuna, Auckland. ("Copyright Licensing New Zealand CLNZ")

XXXXX [the licensee]. The licensee's street and postal address are given below:

	<i>(Licensee's street address)</i>
	<i>(Licensee's postal address)</i>
	<i>(Licensee's email address)</i>

INTRODUCTION

- A. CLNZ acts on behalf of a substantial number of owners and licensees of copyright works and is authorised to enter into licences for the collection of licence fees in relation to the reproduction of copyright works of such copyright owners.
- B. The Licensee wishes to reproduce copyright work/s in the course of its business in New Zealand.
- C. CLNZ is willing to grant and the Licensee is willing to accept a license to reproduce copyright work/s upon the attached terms and conditions.
- D. This agreement is without prejudice to any rights which the Licensee or its employees may have under the Copyright Act 1994 and nothing in this agreement shall affect these rights in any way.

SIGNED with the authority of and for and on behalf of)
R&V LIVE NATION LTD)
 by:)
)

Print Name:)

Position:

LICENSE TERMS

1. DEFINITIONS

- 1.1 "Act" means the Copyright Act 1994.
"Authorised Purpose" means the licensed use described in Schedule One
"Licence" means the licence granted by CLNZ to the Licensee upon the terms and conditions set out in this agreement.
"Licensed Copies" means copies made under the terms of the Licence.
"Licence Fee" means the fee calculated in accordance with clause 3.1.
"Licensed Use" means the faithful and accurate reproduction of the work/s. Minor edits necessary for technical reasons are permitted, however any other alteration requires the prior written approval of CLNZ
"Work/s" means the artistic work/s listed in Schedule One
- 1.2 Unless the context otherwise requires, a word which denotes the singular includes the plural and vice versa.

2. GRANT OF LICENCE

2.1 Licence

In consideration of the Licensee's payment of the Licence Fee to CLNZ, CLNZ grants to the Licensee a License to use the copyright work/s subject to the terms and conditions contained herein. CLNZ warrants that it is authorised to act as the agent of Copyright Owner/s in granting the License.

2.2 Term

The term of the licence is for **XX months** from **[DATE]**. Any further use after this term will require a new agreement and the negotiation and payment of an additional licence fee.

2.3 Limits

- 2.3.1 The Licence is limited to the licenced use of the Copyright Work/s for the Authorised Purpose/s
2.3.2 Nothing in the Licence shall licence use of the Copyright Work/s beyond the extent set out in Schedule 1.
2.3.3 Nothing in this agreement shall authorise the sale, letting for hire or reproduction of Licenced Copies by any person.

3. LICENCE FEE

3.1 Calculation

In consideration for the Licence granted to the Licensee, the Licensee shall pay to CLNZ **\$(XXX)** plus GST.

3.2 Payment of Licence Fee

The Licence Fee is payable within seven days of the date of the relevant CLNZ invoice.

3.3 Non-Payment of Licence Fee

In the event that the Licence Fee is not paid by the due date, the Licence will be cancelled immediately and the provisions of Clause 6 of this agreement will apply.

4. RESERVATION OF RIGHTS

All rights not expressly granted in this Agreement are reserved to the Artist.

5. COPYRIGHT NOTICE AND AUTHORSHIP CREDIT

A Copyright notice and Authorship credit shall accompany the Work/s wherever reproduced. This will use the format : © [Artist Name] 2019/ Licensed by CLNZ.

6. TERMINATION

6.1 Should either party commit any material breach of any of its obligations under this agreement and remain in breach 30 days after receiving notice from the non-defaulting party to remedy the same then the non-defaulting party may, by notice to that effect delivered to the defaulting party, at its sole discretion elect forthwith to either:

6.1.1 terminate the Licence; or

6.1.2 suspend the operation of the Licence until the breach is remedied provided that any suspension shall be without prejudice to the right of the non-defaulting party to terminate the Licence on the grounds of the breach where the defaulting party fails to demonstrate to the reasonable satisfaction of the non-defaulting party that the breach will not be repeated.

6.2 Any termination or suspension of the operation of the Licence shall be without prejudice both to the Licence Fee already paid or then due or payable under the terms and conditions of the Licence and to any other rights of either party accrued under this agreement.

6.2 Termination for Non-Payment of Licence Fee

All rights granted herein shall immediately terminate if the licence fee is not paid by the due date. The licensee will immediately cease use of the image/s and remove same from website/s and any other places of use.

7. OWNERSHIP OF ARTWORK/S AND STORAGE OF DIGITAL FILES

The ownership of the Work/s remains with Artist/s. The Licensee must ensure that any reproductions of the Work on Websites and Social Media are suitable for screen-based viewing but not suitable for producing a reproduction-quality copy. Furthermore, the Work must not be uploaded directly to Social Media but must be embedded in an image which contains details of the Licensed Work; must not be used as a profile image on Social Media; and must not be able to be downloaded from Social Media. Licensee must not delete any electronic metadata accompanying the Work.

8. APPLICABLE LAW

8.1 The Licence shall be governed by, and construed in accordance with, the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

8.2 In the event that any difference or dispute shall arise between the parties in any way related to the Licence, or any arrangement or understanding relating to the Licence, then the parties agree to use their best endeavours to resolve such dispute in a spirit of goodwill to preserve a harmonious relationship between them.

8.3 In the event of any dispute arising between the parties which cannot be resolved in the manner described in clause 7.2, the matter shall be handled in accordance with CLNZ's Alternate Dispute Resolution process.

9. ASSIGNMENT AND VARIATION

9.1 Neither party may assign its rights or obligations under this agreement without the prior written agreement of the other party.

9.2 This agreement records the entire agreement between the parties.

SCHEDULE 1

Name of Work	Name of Artist	Authorised Use