COPYRIGHT LICENCE FOR RELIGIOUS ORGANISATIONS

LICENCE TERMS

Religious Organisation details	
Religious Organisation name	
ABN (if applicable)	
Address	
Contact name	
Email	
Phone	

To: COPYRIGHT AGENCY LIMITED (ABN 53 001 228 799) (Copyright Agency) of Level 8, 66 Goulburn Street Sydney, New South Wales 2000

The Religious Organisation named above applies for a Copyright Licence for Religious Organisations on the terms set out in this agreement. The Religious Organisation confirms that it has read these terms, agrees to comply with them, and warrants that the information provided in this agreement is true and correct.

Commencement Date	1 January 2027

Average Weekly Attendance of Covered Congregations	**2027 Rate**	**Select**
Up to 100	$132.15 + GST flat fee	☐
More than 100	$1.34 + GST per attendee	☐

Fee calculation	
Average Weekly Attendance	
Applicable Rate	
Licence Fee (excl. GST)	

Covered Congregations at Commencement: See Schedule 1.

Signed for and on behalf of
Copyright Agency Limited:

_____

Signature of authorised person

Office held: Director, Licensing

Guy Johnson

Name of authorised person (print)

Signed for and on behalf of
the Religious Organisation:

_____

Signature of authorised person

Office held:

_____

Name of authorised person (print)

1. GRANT OF LICENCE

1.1. Subject to payment of the Licence Fee and the terms of this agreement, Copyright Agency grants the Religious Organisation a non-exclusive, non-transferable licence in Australia, for the purposes of Common Religious Worship by the Covered Congregations, to:

a) copy a Licensed Work;
b) print from a Digital Copy of a Licensed Work;
c) make a Digital Copy of a Licensed Work;
d) communicate a Digital Copy of a Licensed Work to members of the Covered Congregations; and
e) use a Licensed Work in a PowerPoint or other visual presentation at Common Religious Worship by a Covered Congregation.

1.2. Copying and Communication under this agreement may only be carried out by members of the Religious Organisation acting on behalf of the Religious Organisation.

1.3. The Religious Organisation must take reasonable steps to ensure that persons using Licensed Works in reliance on this agreement comply with its terms.

2. STORAGE

2.1 Subject to this agreement, Copyright Agency grants the Religious Organisation a non-exclusive licence to store a Digital Copy of a Licensed Work other than a Newspaper Article. On expiry of this agreement, the Customer must delete all Digital Copies stored in reliance on this clause 2.1 unless:

a) it is an integral part of a business record; or
b) the Religious Organisation is legally required to maintain a record of that work.

2.2 Copyright Agency grants the Religious Organisation a non-exclusive licence to store during the Term a Digital Copy of up to 5% of the Newspaper Articles or five Newspaper Articles from any edition of a Newspaper, whichever is the greater. On expiry of this agreement, the Religious Organisation must delete all Digital Copies stored in reliance on this clause 2.2 unless:

a) it is an integral part of a business record; or
b) the Customer is legally required to maintain a record of that work.

3. RELIGIOUS ORGANISATION OBLIGATIONS

3.1. The Religious Organisation must ensure that each copy of a Licensed Work used in reliance on this agreement:

a) retains any accompanying electronic metadata;
b) where that information is available, identifies the author, publisher and title of the Work;
c) is not used in an inappropriate context, including to adversely comment on the products or services of another party or, in the case of a Newspaper Article, to suggest endorsement by the Newspaper or journalist;
d) reproduces the text of the Work without editing or changes;
e) in the case of a Newspaper Article, does not separately use any photograph or other artistic work accompanying the original Newspaper Article;
f) does not exceed the usage limits set out in clause 3.2; and
g) where communicated to the Congregation, is prominently marked or otherwise accompanied by a notice which states, as a minimum, “Licensed by Copyright Agency. You must not copy this work without permission.”

3.2. The Religious Organisation must ensure that the following usage limits are observed for each Work used in reliance on this agreement:

a) for Books, the greater of one chapter or 10% of the pages;

b) for Journals, not more than one article from any issue, unless the articles relate to the same subject matter; and
c) for electronic Works, including websites, 10% of the pages, words, images or other components of the Work.

3.3. The limits in clause 3.2 do not apply for any Work where the Religious Organisation has made inquiries of its normal suppliers to obtain a copy of the Work and a copy cannot be obtained at an ordinary commercial price within 30 days.

3.4. If reasonably requested by Copyright Agency or the publisher of a Newspaper, the Religious Organisation must cease using any Newspaper Article nominated by Copyright Agency or the publisher and remove any Digital Copy of that Newspaper Article made available in reliance on this agreement.

3.5. The Religious Organisation must not use a Licensed Work in reliance on this agreement in a systematic way so as to create a library or collection that would substantially replace its need, or the need of another person, to purchase or subscribe to a particular Work.

3.6. The Religious Organisation must not make a Licensed Work available to the public, including by publishing or communicating it on a publicly accessible website, social media channel or livestream.

3.7. A copy made in reliance on this agreement must not be sold, offered for sale, transferred, donated or loaned to another organisation or person, except to the extent that Communication to the Congregation is expressly authorised by this agreement.

4. WORKS

4.1. The Religious Organisation must not use an Excluded Work in reliance on this agreement. The Religious Organisation must check the list of Excluded Works published by Copyright Agency, as amended from time to time, before relying on this agreement to use a Work.

4.2. The Religious Organisation acknowledges that, in relation to any Work other than a Licensed Work:

a) Copyright Agency does not warrant that it is authorised to license use of that Work under this agreement; and
b) Copyright Agency does not breach this agreement if the Religious Organisation uses a Work which Copyright Agency is not authorised to license.

5. LICENCE FEES

5.1. The Religious Organisation must pay the Licence Fee for each Licence Year. The Licence Fee is calculated by reference to:
a) the Weekly Number of Congregation Members;
b) the applicable licence fee rate; and
c) any applicable minimum Licence Fee.

5.2. Before each new Licence Year, Copyright Agency may ask the Religious Organisation to confirm its Weekly Number of Congregation Members by a date specified by Copyright Agency.

5.3. If the Religious Organisation provides an updated Weekly Number of Congregation Members by that date, Copyright Agency will use that number to calculate the Licence Fee for the following Licence Year. If the Religious Organisation does not provide an updated number by that date, Copyright Agency may calculate the Licence Fee using the most recent Weekly Number of Congregation Members provided by the Religious Organisation or other information that is available to Copyright Agency about the Weekly Number of Congregation Members.

5.4. Copyright Agency may issue a Tax Invoice for the following Licence Year before that Licence Year begins. The amount shown on the Tax Invoice is inclusive of GST.

5.5. If the Religious Organisation gives notice of termination before the next Licence Year begins in accordance with clause 9.2, no Licence Fee is payable for that next Licence Year. Copyright Agency will cancel any Tax Invoice issued for that Licence Year and refund or credit any amount already paid against that Tax Invoice.

5.6 Copyright Agency may increase the Licence Fee in the second and subsequent Licence Years in accordance with any CPI increase applicable to the 12 months prior to the commencement of the Licence Year.

5.7 Copyright Agency may give not less than 90 days' notice that the licence fees will be varied, other than by CPI in accordance with clause 5.6, and the new licence fees as notified will become the Licence Fees on the day the notice takes effect.

5.8 Copyright Agency may not give a notice under clause 5.7 which would take effect less than 12 months after:

a) the Commencement Date, or
b) the date when any previous notification made under this clause took effect.

5.9 If the variation to the Licence Fees proposed by Copyright Agency in accordance with clause 5.7 is not acceptable to the Customer, the Customer may terminate this Agreement on no less than 60 days' notice to Copyright Agency.

5.10 If the Religious Organisation does not pay an amount due under this agreement by the due date, interest may accrue on the unpaid amount at the Agreed Rate from the due date until payment.

6. USAGE RECORDS

6.1. Copyright Agency:

a) allocates and pays royalties to copyright owners on the basis of usage information collected by it; and
b) may give the Religious Organisation four weeks' notice of a period not exceeding six weeks, which may include providing Copyright Agency with an additional copy of all works used in reliance on this agreement during that period, together with any other information reasonably requested by Copyright Agency to assist it in allocating royalties to copyright owners under this licence.

7. CONFIDENTIALITY

7.1. Subject to clauses 7.2 and 7.3, a party must not, during or after the Term of this agreement, except in the proper course of performing its obligations under this agreement, disclose any confidential information of the other party without the prior written consent of the other party.

7.2. Copyright Agency may.:

a) disclose generic information for the purpose of allocating royalties to copyright owners; and
b) disclose to any person that the Religious Organisation is a party to this agreement.

8. INDEMNITY

8.1. Subject to this clause 8, where a claim is made against the Religious Organisation for infringement of copyright arising from use during the Term of a Work, other than an Excluded Work, in a manner which would, if the Work were a Licensed Work, be authorised by this agreement, Copyright Agency indemnifies the Religious Organisation against all damages reasonably incurred by it as a result of or arising out of that use to a maximum amount of:

a) $1,000; or
b) the aggregate Licence Fees paid by the Religious Organisation under this agreement in all Licence Years from the Commencement Date and under any previous licence agreement issued to the Religious Organisation by Copyright Agency,

whichever amount is the greater.

8.2. The Religious Organisation acknowledges that the indemnity in clause 8.1:
a) only covers actions for infringement of copyright;
b) will not apply if the Religious Organisation is in breach of any term of this agreement and that breach is the direct cause of the action for infringement of copyright the subject of the indemnity; and
c) will not apply if the Religious Organisation:
i. fails to give Copyright Agency prompt notice of any claim for infringement of copyright arising under this agreement;
ii. compromises or settles a claim without the prior written consent of Copyright Agency; or
iii. does not permit Copyright Agency to have conduct of the claim or action in its name.

9. TERM AND TERMINATION

9.1. The first Licence Year begins on the Commencement Date and ends on 31 December of that year. Each subsequent Licence Year begins on 1 January and ends on 31 December.

9.2. The agreement continues in force until it is terminated in accordance with this clause 9 or clause 5.9.

9.3. Either party may terminate this agreement at any time by giving written notice to the other party. Termination takes effect at the end of the Licence Year in which notice is given.

9.4. A party may terminate this agreement immediately by written notice if the other party:
a) continues to breach a material obligation under this agreement for 30 days after receiving written notice requiring the breach to be remedied;
b) subject to the Corporations Act 2001 (Cth), becomes an externally administered body corporate within the meaning of the Corporations Act 2001;
c) subject to the Corporations Act 2001 (Cth), becomes insolvent or unable to pay its debts as they fall due; or
d) subject to the Corporations Act 2001 (Cth), ceases to carry on its activities.

9.5. Termination does not affect any right, obligation or amount accrued before termination.

10. COVERED CONGREGATIONS

10.1. The Religious Organisation may:

a) by notice to Copyright Agency, include an additional Congregation as a Covered Congregation; and
b) by notice to Copyright Agency, remove a Congregation as a Covered Congregation.

10.2. If a Congregation is added as a Covered Congregation during a Licence Year, the Religious Organisation must provide Copyright Agency with the Weekly Number of Congregation Members applicable to that Congregation.

10.3. Copyright Agency may adjust the Licence Fee to reflect the addition of a Congregation during a Licence Year.

Any additional flat or minimum Licence Fee applying as a result of the addition will apply for the whole Licence Year and will not be prorated.

10.4. Unless otherwise agreed by Copyright Agency, removal of a Congregation during a Licence Year does not reduce or entitle the Religious Organisation to a refund of any Licence Fee payable for that Licence Year.

11. MISCELLANEOUS

11.1. Any notice or other communication under this agreement must be in writing and may be sent by email to the address most recently provided by the receiving party.

11.2. Except for a variation of the Licence Fee expressly permitted under clause 6, this agreement may only be varied by written agreement between the parties.

11.3. Neither party may assign this agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.

11.4. This agreement, including the application and signature page and these Licence Terms, constitutes the entire agreement between the parties in relation to its subject matter.

11.5. A failure or delay by a party to exercise a right under this agreement does not constitute a waiver of that right.

11.6. If a provision of this agreement is invalid or unenforceable, the remaining provisions continue in effect.

11.7. Where a word or phrase is given a defined meaning, another part of speech or grammatical form of that word or phrase has a corresponding meaning.

11.8. Unless the context otherwise requires, a reference to a person includes an individual, body corporate, government, trustee, executor, administrator, successor and permitted assign.

11.9. Headings are for convenience only and do not affect the interpretation of this agreement.

11.10. This agreement is governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and courts hearing appeals from them.

12. GLOSSARY

In this agreement:

Agreed Rate means the interest rate for overdrafts of $100,000 or more charged by Copyright Agency's bankers from time to time plus 1%.

Commencement Date means the date specified on the application and agreement page.

Common Religious Worship means a gathering of people in a church, chapel, hall or similar building or its grounds for the purpose of taking part in religious instruction or services of worship and includes religious education for children and young people, study groups and the distribution of related newsletters to the Congregation.

Communicate and **Communication** have the same meaning as in the Copyright Act 1968.

Congregation means a group of members attending Common Religious Worship in respect of whom the Religious Organisation has advised Copyright Agency that the licence applies.

Covered Congregations means the Congregations notified by the Religious Organisation to Copyright Agency as being covered by this agreement, as varied in accordance with clause 10.

CPI means the all groups weighted annual average of the eight Australian capital cities Consumer Price Index published by the Australian Bureau of Statistics, or any replacement index.

Digital Copy means, as a verb, to make a digital or other electronic machine-readable reproduction of a Work and, as a noun, a reproduction so made.

Electronic Edition means an electronic edition of a newspaper, magazine or other news service, other than a Journal, published on any platform, the publisher of which has directly or indirectly authorised Copyright Agency to license use under this agreement and which is:

a) publicly available in a manner authorised by the relevant rightsholder; or

b) otherwise available to the Religious Organisation in a manner authorised by the relevant rightsholder,

but excludes an Excluded Work.

Excluded Work means a specified Work or type of Work, including works contained in a newspaper, magazine or other news service, listed as such on Copyright Agency's website at https://www.copyright.com.au/excluded-works/ or similar location or otherwise notified to the Religious Organisation by Copyright Agency.

GST and **Tax Invoice** have the meanings given under Australian GST law.

Journal means a periodical publication not generally available for purchase without prior subscription and containing material of a scholarly or professional nature.

Licence Fee means the annual amount payable by the Religious Organisation under clause 5.

Licence Year means, for the first Licence Year, the period from the Commencement Date to 31 December and, after that, each period from 1 January to 31 December.

Licensed Work means each Work which Copyright Agency has been authorised to license under this agreement, including a Newspaper Article unless otherwise indicated in this agreement.

Newspaper means a print edition and Electronic Edition of a newspaper, magazine or similar periodical publication, other than a Journal or Excluded Work, the publisher of which has directly or indirectly authorised Copyright Agency to license use under this agreement.

Newspaper Article means each separate literary Work, other than an advertisement, published in a Newspaper.

Religious Organisation means the organisation named on the application and agreement page.

Term means the period commencing on the Commencement Date and ending when this agreement terminates in accordance with clause 9.

Weekly Number of Congregation Members means the average number of persons attending Common Religious Worship each week across all Covered Congregations.

Work means a work in which copyright subsists under the Copyright Act 1968.

SCHEDULE 1 – Covered Congregations

	Congregation	Address	Average Weekly Attendance
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			