



# LICENSE SUMMARY SERVICE AGREEMENT

To be read in conjunction with the attached License Terms and Conditions  
This Document Qualifies as a Tax Invoice for GST Purposes  
ABN Number: 31 088 823 349



Agreement No:

## CLIENT DETAILS (The Applicant)

Trading Name:			
Legal Entity Name:		ACN/ABN: (circle applicable)	
Client Contact:		Email Address:	
Site Address:		Postal Address	
Telephone:		Facsimile:	
Scripting Contact:		Email Address:	

## SERVICE DETAILS

	Instore
Music/Visual Type:	Major Label Playlist/s
Message Allowance (up to):	Multisite – Monthly changes
Program Type:	Corporate Messages as directed by Head Office
Sites Included:	One as listed above
Equipment Supplied:	Digital Media Player

## MONTHLY LICENSING FEE DETAILS

1800 ONHOLD License Fees		APRA / PCCA License Fees	
Music/Messaging Service Fee:	\$ 130.00	APRA:	Not Required
ZBM Licensing Fee:	Included	PCCA:	Not Required

## MONTHLY FEE SUMMARY

Total Licensing Fees:	\$ 130.00
GST:	\$ 13.00
<b>Total Monthly Fee:</b>	<b>\$ 143.00</b>

Establishment Fee: \$190.00

- Note: 1. This fee is charged with the first invoice or direct debit payment and is in addition to the Monthly Licensing Fees and is exclusive of GST.  
2. If supplied, Hybrex Telephone System and associated equipment installation is an additional cost.

Payment Type:	Monthly Direct Debit / Annual Invoice
Initial Term:	24 Months commencing 14 days from signature date
Central Billing Discount:	Nextra Central Billing System members will receive a 5% discount. <i>Tick to confirm</i> <input type="checkbox"/>

## Authorised Signatory (on behalf of the applicant)

Name:		Title:	
Signature:		Date:	

Signed on behalf of 1800 ONHOLD:

TROY COOPER, Managing Director,  
16 November 2018

**PLEASE SIGN AND RETURN VIA REPLY EMAIL  
OR FAX TO 1300 133 338 ATTENTION DIANA PERKINS**

# LICENSE TERMS AND CONDITIONS for

## Nextra

to be read in conjunction with License Agreement No

By signing the Agreement, You (which term includes Your heirs, successors and permitted assigns) agree to the following terms and conditions with ZOO BUSINESS MEDIA PTY LTD (ZBM) (ABN 31 088 823 349, trading as 1800 ONHOLD):

(a) **EQUIPMENT** You are responsible for looking after any equipment (including media cards) supplied by 1800 ONHOLD. All equipment remains the property of 1800 ONHOLD and must not be loaned, rented or sold to anyone. All equipment must be returned to 1800 ONHOLD on termination of this Agreement. If shown on the License Summary, the Mixer Amplifier and Speakers are supplied on loan until the end of the initial term. At the end of the initial term ownership of the Mixer Amplifier and Speakers is transferred to the applicant. If shown on the License Summary, the Hybrex telephone system and Handsets are on loan and valued at \$1,200. Depreciation is calculated at 25% per year. You may elect to purchase the telephone system at any time, however you will own it outright after 48 months.

(b) **APPLICATION OF THE PERSONAL PROPERTY SECURITIES ACT 2009 (CTH)** You expressly acknowledge that 1800 ONHOLD has registrable security interests under the *Personal Property Securities Act 2009* (Cth) in relation to the supply of the Service in Australia and under the *Personal Property Securities Act 1999* in relation to the supply of the Service in New Zealand (together, "the Acts") in any equipment supplied under this Agreement. Without prejudice to any other rights or remedies arising out of a breach of this Agreement by You, if 1800 ONHOLD registers a security interest under the Acts, it may exercise any or all remedies afforded to it as a secured party under the Acts. You expressly agree, to the extent permissible by law (including under the Acts): that You will not rely on, You waive and You contract out of, any rights You may have under the Acts in relation to 1800 ONHOLD's enforcement of any security interest created or provided for by the terms of the Agreement; and that You will not seek to enforce and 1800 ONHOLD is not obliged to abide by, any obligations the Acts may impose upon 1800 ONHOLD in relation to any registrable security interests created by this Agreement.

(c) **RETURN OF EQUIPMENT** When returning equipment to 1800 ONHOLD, it must be securely packed and returned in good working order (fair wear and tear excepted) at Your expense by registered post or courier. 1800 ONHOLD will replace any faulty equipment by sending replacement equipment to You with a prepaid return courier bag or con note. You are responsible for returning faulty equipment to 1800 ONHOLD within 7 days of receiving replacement equipment. If faulty equipment is not returned within those 7 days, 1800 ONHOLD reserves the right to invoice You for its full replacement cost.

(d) **CHANGE OF OWNERSHIP** You must notify 1800 ONHOLD within 14 days if the ownership of the Company or Business changes.

(e) **PAYMENT METHOD** An administration fee of \$5.00 per month will be added as part of the Service Fee if payment is made by a method other than monthly direct debit or annual payment in advance.

(f) **TERM** The term of this Agreement (the "term") will automatically transfer to a month by month basis after the initial Term has ended. Upon transfer to the monthly Agreement the same conditions will apply from the original Agreement, for all equipment, number of productions and licensed sites as this, the original Agreement. ZBM require 90 days' written notice of your intent to terminate this Agreement as per the terms stated in clause (j) TERMINATION.

(g) **INFLATION** Unless otherwise agreed in writing, the Monthly Amount will increase by 5% every 24 months from the Agreement Start Date.

(h) **ADDITIONAL SITES** You may add to or remove Licensed Sites by contacting 1800 ONHOLD and making an addendum to this Agreement. The Term and Agreement Start Date are not affected. A Licensed Site may only be removed from this Agreement at no charge, however, if the total number of sites remaining is 1 or more and if a minimum 6 months service fee has been received for the site to be removed.

(i) **INSTALLATION** If a third party technician is required to complete a standard install (callout plus 1 hour) of the digital equipment at Your Licensed Site/s this is will be covered by 1800 ONHOLD up to the value of \$190.00 + GST. Any additional costs outside of a standard installation, including costs related to relocation of a Licensed Site or relocation of equipment within a Licensed Site, will be payable by You.

(j) **TERMINATION** This Agreement automatically terminates without prejudice to any accrued rights in the event that either party is declared bankrupt, files for bankruptcy or, being a corporation, goes into liquidation (other than a voluntary liquidation for the purposes of reconstruction) or has an administrator or receiver appointed. In addition, either party may terminate this Agreement without prejudice to any accrued rights if, after 30 days written notice, the other party remains in breach of any obligation under this Agreement. ZBM require 90 days' written notice of your intent to terminate this Agreement. All billing will continue until all equipment is returned via registered post or courier and receipted by ZBM to finalise the termination. Should you terminate this Agreement before the expiry date of the initial term or should you fail to terminate this Agreement in accordance with clause (f) TERM, giving ZBM 90 days' notice in writing, the sum equal to the amount payable for the unexpired term, less a 20% discount, will be payable. If a Mixer

Amplifier and Speakers were included in your initial Agreement as supplied equipment, these items must be paid out in full.

(k) **BREAK OUT FEE** The breaking of this signed agreement, for any reason, by the client, signatory or their representative, at any time after signing the agreement and **prior to the equipment being installed** will incur a **\$450.00** break out fee. This fee will be paid by the client to the supplier 1800 ONHOLD to enable the supplier to recoup all expenses incurred for the administration, set up and freight costs (if equipment has been dispatched). If equipment has been dispatched, the return of the equipment will be at the clients' expense and all equipment will be returned in good working order via Express post and/or courier to enable tracking. In the event that the equipment has been installed clause (j) Termination will apply.

(l) **COMMISSION PAYMENTS** 1800 ONHOLD may pay commission to whoever referred You to it (including its franchisees, contractors and agents, and any of its related entities). Payment of that commission is not an endorsement by it of that person and, except where required by law, 1800 ONHOLD does not in any circumstances accept responsibility for any statement, act or omission of that person.

(m) **INDEMNITY** You indemnify 1800 ONHOLD, its officers, employees, agents and related companies against any and all liability, loss, claims, demands and/or expenses (including all legal costs on a solicitor/client basis) which any or all of them may incur as a result of any breach of this Agreement by You or by any of Your officers, employees or agents.

(n) **EXCLUSION OF LIABILITY** To the maximum extent permitted by law and save for the express written terms in this Agreement, all other express or implied terms, conditions, warranties, statements, assurances and representations in relation to the Service (including installation) or arising from this Agreement are expressly excluded.

(o) **LIMITATION OF LIABILITY** If any of the exclusions or limitations set out in this Agreement are declared illegal or void or if there has been a breach of a term, condition, warranty, statement or assurance which cannot be excluded by this agreement, then, to the extent permitted by law, 1800 ONHOLD's entire liability and Your exclusive remedy is limited to, at 1800 ONHOLD's discretion, the replacement of the Service or the supply of an equivalent Service. In no event will 1800 ONHOLD (including its agents, employees or contractors) be liable for any direct, indirect or consequential loss (even if it is aware of the possibility of such loss or if such loss was otherwise foreseeable), including, but not limited to, damage to property, loss of profits, production, data, opportunity or goodwill, or business interruption, however caused and on any theory of liability, including without limitation, contract or tort (including negligence or otherwise) arising during and/or as a result of its performance or non-performance of this Agreement. To the maximum extent permitted by law, 1800 ONHOLD's maximum cumulative liability under this Agreement shall not exceed an amount greater than the Service Fee 1800 ONHOLD has received from You in the previous 3 months.

(p) **ASSIGNMENT** You may not assign either this Agreement or the benefit of this Agreement without 1800 ONHOLD's written consent. Any purported assignment by You of this Agreement or the benefits granted under it will be void and of no effect.

(q) **SEVERABILITY** If part or all of any clause of this Agreement is invalid, illegal or unenforceable then such clause will be severed from this Agreement which will not affect the continued operation of the remaining provisions of this Agreement. The parties agree (where necessary) to negotiate in good faith to replace any invalid, illegal or unenforceable clause.

(r) **APPLICABLE LAW** This Agreement is governed by the laws in force in the State of Queensland and the parties submit to the exclusive jurisdiction of the courts of that State. The parties submit to the non-exclusive jurisdiction of the courts of the State of Queensland in respect of any proceedings in connection with this Agreement.

(s) **SURVIVAL** Clauses (a), (b), (c), (e), (g), (l), (m), (n), (o), (q), (r), (s) and (t) survive termination of this Agreement.

(t) **PUBLIC PERFORMANCE LICENSING** A business playing music to the public (including via a telephone system) is required to take out the applicable public performance License/s (unless included in this agreement). Playing any other Instore Music other than a PPCA Free Playlist may incur PPCA licensing fees. Playing any other Onhold Music other than Royalty Free Music Library may incur APRA licensing fees. APRA and PPCA licensing information can be found at [www.apra.com.au](http://www.apra.com.au) and [www.pcca.com.au](http://www.pcca.com.au).

(u) **PRIVACY POLICY** ZBM and all its entities, in accordance with the Australian Privacy Act (1988) and the January 2014 amendments to the Act, confirm they have a Privacy Policy that incorporates, and is in accordance with, the relevant Australian Privacy Principal (APP) provisions for the protection and management of individual information from any disclosure. The ZBM Privacy Policy is located on our website: [www.zbm.com.au](http://www.zbm.com.au).



# DIRECT DEBIT REQUEST SERVICE AGREEMENT

## Agreement No:

This is Your Direct Debit Service Agreement with ZBM. It explains what Your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to You as Your Direct Debit provider. Please keep this agreement for future reference. It forms part of the terms and conditions of Your Direct Debit Request (DDR) and should be read in conjunction with Your DDR authorisation.

### Definition

**Account** - means the account held at Your financial institution from which we are authorised to arrange for funds to be debited

**Agreement** - means this Direct Debit Request Service Agreement between You and us

**Banking day** - means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia

**Debit day** - means the day that payment by You to us is due

**Debit payment** - means a particular transaction where a debit is made

**Direct debit request** - means the Direct Debit Request between us and You.

**Us or We** - means ZBM, (the Debit User) You have authorised by requesting a Direct Debit Request

**You** - means the customer who has signed or authorised by other means the Direct Debit Request

**Your financial institution** - means the financial institution nominated by You on the DDR at which the account is maintained

### Debiting Your Account

By signing a Direct Debit Request or by providing us with a valid instruction, You have authorised us to arrange for funds to be debited from Your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and You.

The monthly amount indicated on the License Summary Service Agreement will be debited from your nominated account on the 1<sup>st</sup> of each month.

This DDR allows ZBM to deduct from your nominated account the amount and frequency as shown on the License Summary Service Agreement. It also enables any changes to those amounts according to the terms of the Service Agreement to occur automatically.

We will only arrange for funds to be debited from Your account as authorised in the Direct Debit Request.

Or

We will only arrange for funds to be debited from Your account if we have sent to the address nominated by You in the Direct Debit Request, a billing advice which specifies the amount payable by You to us and when it is due.

If the debit day falls on a day that is not a banking day, we may direct Your financial institution to debit Your account on the following banking day. If You are unsure about which day Your account has or will be debited You should ask Your financial institution.

### Amendments by Us

We may vary any details of this agreement or a Direct Debit Request at any time by giving You at least fourteen (14) days written notice.

### Amendments by You

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) days notification by writing to: Zoo Business Media, PO Box 2325, BURLEIGH BC QLD 4220, or by telephoning us on 07 5587 7215 during business hours.

This can also be arranged through Your own financial institution, which is required to act promptly on Your instructions.

\*Note: in relation to the above reference to 'change', Your financial institution may 'change' Your debit payment only to the extent of advising us ZBM of Your new account details.

### Your obligations

It is Your responsibility to ensure that there are sufficient clear funds available in Your account to allow a debit payment to be made in accordance with the Direct Debit Request.

If there are insufficient clear funds in Your account to meet a debit payment:

- (a) You may be charged a fee and/or interest by Your financial institution;
- (b) You may also incur fees or charges imposed or incurred by us; and

- (c) You must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in Your account by an agreed time so that we can process the debit payment.

You should check Your account statement to verify that the amounts debited from Your account are correct

### Dispute

If You believe that there has been an error in debiting Your account, You should notify us directly on 07 5587 7215 and confirm that notice in writing with us as soon as possible so that we can resolve Your query more quickly. Alternatively You can take it up directly with Your financial institution.

If we conclude as a result of our investigations that Your account has been incorrectly debited we will respond to Your query by arranging for Your financial institution to adjust Your account (including interest and charges) accordingly. We will also notify You in writing of the amount by which Your account has been adjusted.

If we conclude as a result of our investigations that Your account has not been incorrectly debited we will respond to Your query by providing You with reasons and any evidence for this finding in writing.

### Accounts

You should check:

- (a) with Your financial institution whether direct debiting is available from Your account as direct debiting is not available on all accounts offered by financial institutions.
- (b) Your account details which You have provided to us are correct by checking them against a recent account statement; and
- (c) with Your financial institution before completing the Direct Debit Request if You have any queries about how to complete the Direct Debit Request.

### Confidentiality

We will keep any information (including Your account details) in Your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about You secure and to ensure that any of our employees or agents who have access to information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that we have about You:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

### Notice

If You wish to notify us in writing about anything relating to this agreement, You should write to:

Zoo Business Media, PO Box 2325, BURLEIGH BC QLD 4220.

We will notify You by sending a notice in the ordinary post to the address You have given us in the Direct Debit Request.

Any notice will be deemed to have been received on the third banking day after posting.