

**Step 1:** Complete Part A.

**Step 2:** Complete Part B and sign the Declaration Form.

**Step 3:** Read Part C.

**Step 4:** Scan the Agreement and email to [signup@onemusic.com.au](mailto:signup@onemusic.com.au) or mail to Locked Bag 5000, Strawberry Hills, NSW 2012 and keep a copy for Your own records.

**Note:** We will contact You if there are any problems with the information You have provided here, otherwise your Music Licence will be effective from the Commencement Date in accordance with clause 1 of the Terms and Conditions.

## **PART A – Your Information**

Legal Name of Business or Organisation  
(Your Business)

\_\_\_\_\_

Your Business' ABN

\_\_\_\_\_

Your Business' ACN

\_\_\_\_\_

Trust Name (if applicable)

\_\_\_\_\_

Postal Address

ADDRESS

\_\_\_\_\_

STATE

POSTCODE

Street Address (if different from  
Postal Address)

ADDRESS

\_\_\_\_\_

STATE

POSTCODE

Telephone

\_\_\_\_\_

Contact person  
salutation / first name / last name

\_\_\_\_\_

Contact person job title

\_\_\_\_\_

Contact person email address

\_\_\_\_\_

Contact person phone number

\_\_\_\_\_

If different from contact person:

Invoice recipient  
salutation/first name/last name

\_\_\_\_\_

Invoice recipient job title

\_\_\_\_\_

Invoice recipient email address

\_\_\_\_\_

Invoice recipient mobile phone  
number

\_\_\_\_\_

Authorising person  
salutation/first name/last name

\_\_\_\_\_

Authorising person job title

\_\_\_\_\_

Date on which music usage commenced  
(Commencement Date)

\_\_\_\_\_

If Your Business operates through a Trust then Your 'Legal Name of Business or Organisation' must be the name of the Trustee for that Trust. If You require Your invoice to be made out to the Trust, please supply Your Trust Name.

Please invoice annually in advance, regardless of the Licence Fee amount

We calculate your quarterly licence fee according to the relative number of days in each quarter (not by dividing your annual fee by four). This means that the invoice amount may vary slightly from quarter to quarter.

## Part B – Licence Fees and Your Music Usage

### Child Care Services








This is an agreement for a licence to Perform in Public APRA Works and PCCA Sound Recordings, Communicate APRA Works, PCCA Sound Recordings and Copyright Agency Works and Reproduce AMCOS Works, ARIA Sound Recordings and Copyright Agency Works, at and for Your Child Care Service in accordance with the Approved Usage as declared below.

All figures are quoted inclusive of GST.

For more information about the Child Care Services licence scheme please read our Information Guide at [onemusic.com.au/licences/childcare-early-learning-services/](https://onemusic.com.au/licences/childcare-early-learning-services/) and for uses of our music not covered under this Licence, our other Information Guides at [onemusic.com.au](https://onemusic.com.au).

### Licence Fees

The rates applicable to each Licence Year are as follows:

Music for Child Care		Annual Rates*		
 Playing of APRA Works and PCCA Sound Recordings as Background Music at Your Child Care Service.		<b>Long Day Child Care Service</b>	<b>\$3.72</b> Per Licensed Place at Your Long Day Child Care Service	
 Performing APRA Works and PCCA Sound Recordings live in Child Care Service Performances at Your Child Care Service.			<b>Vacation Child Care Service</b>	<b>\$2.23</b> Per Licensed Place at Your Vacation Child Care Service
 Playing of APRA Works and PCCA Sound Recordings for Workplace Music and Telephone on Hold at Your Child Care Service.				<b>Restricted Hours Child Care Service</b>
 Use of AMCOS Works and ARIA Sound Recordings to make audio-visual recordings of Child Care Service Performances.				
 The sending of audio-visual recordings of Child Care Service Performances via email and over password-protected intranet systems at Your Child Care Service for personal and non-commercial use by the end user.				
 Digital Copy/Delivery for the above uses.				
Literary Works				
 The use of a Reasonable Portion of Copyright Agency Works.				

\*Rates includes GST of 10%. The GST exclusive component of the rates set out above will be **increased by CPI** on 1 September of each Licence Year in accordance with clause 4.3 of the Terms and Conditions

## Definitions Part B

**Agreement** has the meaning set out in Part C - Terms and Conditions.

**AMCOS Works** has the meaning set out in Part C - Terms and Conditions.

**Approved Usage** has the meaning set out in Part C - Terms and Conditions.

**APRA Works** has the meaning set out in Part C - Terms and Conditions.

**ARIA Sound Recordings** has the meaning set out in Part C - Terms and Conditions.

**Background Music** means any Licensed Music (recorded or otherwise) used at the Child Care Service, which is primarily intended to be passively listened to and not to be the main focus.

**Child Care Service** means the child care centre, or other permanent location, at which Your Business operates, which is either a Long Day Child Care Service, a Restricted Hours Child Care Service or a Vacation Child Care Service.

**Child Care Service Performance** means an event, performance or activity involving music at Your Child Care Service (or some other venue) that is organised or authorised by You for the sole purpose of teaching or supervising children at that Child Care Service, including live musical performances by children or staff, including staff entertainment for which no entry fee is charged.

**Copyright Agency Works** has the meaning set out in Part C - Terms and Conditions.

**Declaration Form** means the form set out below.

**Exhibit** has the meaning set out in Part C - Terms and Conditions.

**Licensed Music** has the meaning set out in Part C - Terms and Conditions.

**Licensed Places** means the maximum number of children who can be educated and cared for at Your Child Care Service at any one time, as stated on Your "service approval" and Licensed Place means each place that together comprise the total number of Licensed Places.

**Literary Works** means the use of Copyright Agency Works for Reproducing and Communicating a Reasonable Portion of Copyright Agency Works in, and for the purposes of, Your Child Care Service.

**Long Day Child Care Service** means any Child Care Service that is not exclusively a Restricted Hours Child Care Service or a Vacation Child Care Service.

**Music for Child Care** means the use of APRA Works, AMCOS Works, ARIA Sound Recordings and/or PPCA Sound Recordings (as relevant) in Your Child Care Service:

- a. as Background Music;
- b. as live Child Care Service Performances;
- c. as Music in the Workplace
- d. as music for Telephone on Hold;
- e. for making, Reproducing and Communicating audio-visual recordings of Child Care Service Performances via email or password-protected intranet systems for the personal and non-commercial use of the end user; and
- f. for Digital Copy/Delivery for the above uses.

**Music Video** has the meaning set out in Part C - Terms and Conditions.

**Perform in Public** has the meaning set out in Part C - Terms and Conditions.

**PPCA Sound Recording** has the meaning set out in Part C - Terms and Conditions.

**Reasonable Portion** means 10% of a literary work or dramatic work (providing the work is more than ten pages), or one chapter of a work that is divided into chapters. For more information please read our Information Guide at [onemusic.com.au/licences/child-care/](https://onemusic.com.au/licences/child-care/).

**Reproduce** has the meaning set out in Part C - Terms and Conditions.

**Restricted Hours Child Care Service** means a Child Care Service that only provides services for a maximum of 5.5 hours a day.

**Telephone on Hold** means music used on a 'telephone on hold' system, whether sourced from radio or a recorded source (excluding the use of Music Videos).

**Vacation Child Care Service** means a Child Care Service that only provides services during gazetted school holidays in the relevant State or Territory.

**Workplace Music** means to

- a. perform music and/or Music Videos by any means for the benefit of employees or their family or corporate guests at the Location, and at functions and places to which the general public is not admitted, except at any conference, event or other function where there is an Entry Fee or the Gross Expenditure on Live Artist Performers is \$50,000 or more;
- b. perform music and/or Music Videos in reception or front-of-office areas that are open to the public (excluding any retail areas);
- c. allow employees to play music at their workplace (including via radios, streaming services, CD players);
- d. communicate background music in real time via secure networks for the benefit of the licensee's employees and board members, during remote staff/board meetings, staff training, and presentations to which the general public are not admitted; and
- e. permit the copying of music from legally obtained sources for the purposes noted above.

## Your music use

### Declaration Form

The information provided in this Declaration Form for Your Child Care Service will be used to calculate Your **Licence Fees** and constitute Your **Approved Usage** under this Agreement.

Name of Child Care Service: \_\_\_\_\_ **(Child Care Service)**

Please tick the type of Child Care Service You operate (please tick only one):

<input type="radio"/>	Long Day Child Care Service
<input type="radio"/>	Restricted Hours Child Care Service
<input type="radio"/>	Vacation Child Care Service

### Music for Child Care and Literary Works

Please complete the information in the table below.

Number of Licensed Places at Your Child Care Service

*I declare that the information I have given on this Declaration Form is correct and complete to the best of my knowledge and belief. I understand that I may be subject to audits on my business to verify this stated music use and payment of arrears may need to be recovered should discrepancies arise.*

*I have read and understood the terms and conditions of this agreement and agree to be bound by them.*

Signature of authorised person: \_\_\_\_\_

## Part C Terms and Conditions

### 1. Grant of licence

- 1.1. Subject to these Terms and Conditions, OneMusic Australia (We, Us, Our) grant You on and from the Commencement Date the Licensed Rights for the Approved Usage in, and for the purposes of, Your Child Care Service in Australia for the Term (Licence).
- 1.2. The Licence above will be effective as at the Commencement Date, provided that the first payment for Licence Fees (including an instalment) due under this Agreement is received by Us in accordance with clause 5.

### 2. Restrictions and Limitations

- 2.1 The Licence does not cover:
  - a. any right or music use not declared as an Approved Usage under this Agreement;
  - b. the use of any:
    - i. Grand Right Work in its entirety, except by means of a theatrically released film;
    - ii. choral work of more than 20 minutes duration in its entirety;
    - iii. music and associated words so as to burlesque or parody the work;
    - iv. musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
    - v. musical work in a Dramatic Context, except by means of a theatrically released Film; or
    - vi. music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
  - c. the use of any infringing copies of Licensed Sound Recordings; or
  - d. the use of Licensed Sound Recordings in any manner that could reasonably be regarded as suggesting an approval, affiliation or endorsement by an artist or group of Your business or goods/services.

### 3. Term

This Agreement commences on the Commencement Date and continues for successive Licence Years until terminated in accordance with clause 9 of these Terms and Conditions (Term).

### 4. Licence Fee

- 4.1. You must pay Us the Licence Fee for each Licence Year during the Term.
- 4.2. In the event You terminate this Agreement in accordance with clause 9.2, We will refund any unused portion of Your Licence Fees, provided that any such amount is greater than \$55.
- 4.3. We may increase the GST-exclusive component of any fees or rates on 1 September of each Licence Year in accordance with the increase in the Consumer Price Index between the two previous December Quarters.
- 4.4. In relation to any GST payable for a taxable supply by a party under this agreement, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice.
- 4.5. Terms used in this clause 4 which are defined in the GST Act have the same meaning as in the GST Act.

### 5. Payment

- 5.1. We will issue a tax invoice for the relevant Licence Fees within 30 days of the date You lodge your Licence agreement.
- 5.2. We will issue a tax invoice for the relevant Licence Fees arising from any change in Licence Fees contemplated by clause 6 below.
- 5.3. If Your Licence Fee is more than \$500, We will invoice you quarterly in 4 instalments, unless you elect otherwise.
- 5.4. Licence Fees are payable to Us within 30 days from the date of the invoice.
- 5.5. We may charge You interest at the Agreed Rate on any amount that remains unpaid after the due date of the invoice.
- 5.6. You may pay any invoice issued by Us using credit or debit cards (Visa, MasterCard but excluding Diners and American Express) or by direct bank transfer.
- 5.7. We may pass on to You any credit card fees and other electronic transaction charges and will inform you of this at the time of payment.
- 5.8. If You fail to pay any outstanding invoice after We provide notice to You, and We take steps to recover those amounts, any expenses or legal costs We incur in doing so will be recoverable from You by Us as a debt.

### 6. Supply of Information and Records

- 6.1. You must notify Us within 28 days of any change to the information previously supplied by You under the Agreement. Failure to do so may mean you are not appropriately licensed for Your uses of music.
- 6.2. We may, throughout the Term, require you to complete a re-assessment form or statement declaring any changes to the Approved Usage. This information must be completed and returned to Us within 28 days and we may require that information in the form of a statutory declaration.
- 6.3. On each Reporting Date during the Term You must declare in writing to Us the number of Licensed Places for the following Licence Year, which will form Your declaration of Approved Usage for the following Licence Year.
- 6.4. Where appropriate, We will by written notice to You update Your Licence Fees, based on the revised information and Approved Usage arising as a result of clauses 6.1 to 6.3 above.
- 6.5. If We reasonably believe that the information declared by You under this Agreement is incorrect or incomplete, and we are unable to resolve that with You within 28 days, then the matter may be referred to Dispute Resolution under clause 10.

### 7. Records and Audit or examination

- 7.1. You must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to Us under this Agreement can be properly ascertained.
- 7.2. We may on 14 days' notice to You audit or examine Your books of account and other records to determine the correctness of any report or payment under this Agreement, and You must pay the cost of the audit or examination within 14 days of receipt of an invoice for those costs if:
  - a. the audit or examination establishes that the amounts payable under this Licence were understated by more than 10%; or
  - b. if You have failed to supply any information required to be provided under this Agreement.
- 7.3. If the audit or examination establishes that the amounts payable under this agreement were understated by any amount, We will provide You with a copy of the auditor's or examiner's report and we may issue an invoice for the additional amount in accordance with clause 7.2(a) above.

### 8. Variation by Us

- 8.1. You acknowledge and agree that We may amend any or all of the terms and conditions of this Licence at any time (other than the grant of rights under clause 1 of these Terms and Conditions, and any Licence Fee rates and/or minimum fees specified under the Agreement), provided that:
  - a. We provide You with reasonable notice of any such amendments (Amendment Notice); and
  - b. the changes so notified will only take effect as at the commencement of the Licence Year following the Licence Year in which the Amendment Notice was received.
- 8.2. If You do not agree with the amended terms and conditions as notified in an Amendment Notice, You may terminate this Agreement to be effective as at the end of the Licence Year in which the Amendment Notice was received.

### 9. Termination

- 9.1. We may terminate this Agreement for convenience on at least 1 month's written notice to You, not to be effective before the end of the Licence Year in which such notice is given.
- 9.2. You may terminate this Agreement for convenience on at least 2 months' written notice to Us.
- 9.3. We may immediately terminate this Agreement by notice, if You:
  - a. fail to pay any sum when due under this Agreement within 30 days after the due date;
  - b. breach any other term of this Agreement and fail to remedy the breach within 7 days after being requested in writing to do so by Us;
  - c. go into liquidation, have a receiver or receiver and manager appointed to You or any part of Your assets, enter into a scheme of arrangement with creditors or suffer any other form of external administration; or
  - d. being an individual, commit any act of bankruptcy or enter into a scheme of arrangement with creditors.

### 10. Dispute Resolution

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to the "Resolution Pathways" alternative dispute resolution mechanism. Information about the mechanism can be obtained from [www.resolutionpathways.com.au](http://www.resolutionpathways.com.au).

### 11. Notices

- 11.1. Any notice or other communication to or by a party under this Agreement must be in writing addressed to the other party.
- 11.2. All notices to Us must be sent to:

OneMusic Australia  
16 Mountain St  
Ultimo, NSW, 2007  
hello@onemusic.com.au
- 11.3. All notices to You will be sent to the postal address or email address You have supplied to Us, or to such other postal address or email address as notified by You to Us in writing for this purpose.

### 12. Confidentiality

- 12.1. Subject to clause 12.2, We agree to treat as confidential, during and after the Term of this Agreement, all information provided by You that can properly be regarded as confidential and is not in the public domain.
- 12.2. Information You provide may be:
  - a. disclosed to Our licensing partners, auditors and other professional advisers; and
  - b. aggregated to provide industry statistics for publication or consultation.

### 13. Privacy Notice

Some of the information You are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of OneMusic Australia and will not be disclosed to any third parties except in accordance with the privacy policy applicable to OneMusic Australia. The OneMusic Australia privacy statement can be obtained from the OneMusic Australia website [onemusic.com.au/about/privacy-statement/](http://onemusic.com.au/about/privacy-statement/).

#### 14. Miscellaneous

- 14.1. No waiver by Us of any breach of any provision of this Agreement operates as a waiver of another breach of the same or of any other provision of this Agreement.
- 14.2. This Agreement is personal to You. You are not entitled to assign any of Your rights or novate Your obligations without Our prior written consent.
- 14.3. Subject to clause 8, this Agreement may only be varied by the written agreement of the parties.
- 14.4. The Licence Fee under this Agreement is net of all withholding or similar taxes. In the event You are required to pay any such taxes, those payments are to be made without liability to Us.
- 14.5. This Agreement must be construed in accordance with the laws in force in the State of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of New South Wales Courts.

#### 15. Definitions

In this Agreement:

**Act** means the *Copyright Act 1968*;

**Advertisement** means an announcement designed to attract the attention of the public or any part of it to a product, service, person, organisation or line of conduct;

**Agreed Rate** means the interest rate for overdrafts as published by the Reserve Bank of Australia (as identified by the RBA's mnemonic FLRSBV00) plus 2 percentage points, calculated on daily rests from the due date to the date of payment;

**Agreement:**

- a. in circumstances where You have completed a OneMusic Australia licence agreement in paper or PDF format, Agreement means Part A, Part B, Part C of that document and any and all schedules, attachments and/or annexures;
- b. in circumstances where you have completed a OneMusic Australia licence agreement on the OneMusic Australia online portal, Agreement means the information
  - i. declared by You in response to the portal questions;
  - ii. the licence "Summary" page; and
  - iii. these Terms and Conditions; and
- c. in all cases, includes any statements or declarations provided under clauses 6.1, 6.2 and 6.3 of these Terms and Conditions;

**AMCOS** means the Australasian Mechanical Copyright Owners Society Limited;

**AMCOS Sound Recordings** means a Sound Recording of a Production Music Work;

**AMCOS Works** means all Works the right of reproduction of which for the purposes of this agreement are controlled by AMCOS for Australia;

**Approved Usage** means the uses of music as declared by You under the Agreement;

**APRA AMCOS Rights** means (as relevant) the right:

- a. from APRA to Perform in Public and Communicate APRA Works; and
- b. from AMCOS to Reproduce AMCOS Works;

**APRA Works** means all Works the rights of public performance of which is owned or controlled by APRA AMCOS for Australia;

**ARIA** means the Australian Recording Industry Association Limited;

**ARIA Rights** means the right to Reproduce ARIA Sound Recordings in order to Perform in Public ARIA Sound Recordings;

**ARIA Sound Recordings** means all Sound Recordings for which ARIA has the authority to grant the Licence;

**Background Stream** means a linear stream of music selected by You for the sole purpose of background on Your website, provided that the stream is compliant with clause 2.2 of these Terms and Conditions

**Child Care Service** means the childcare centre, or other permanent location, at which Your Business operates, which is either a Long Day Child Care Service, a Restricted Hours Child Care Service or a Vacation Child Care Service;

**Communicate** has the same meaning as in the Act;

**Commencement Date** means the first day of the month in which You commenced using OneMusic Australia's music, as declared by You under the Agreement;

**Consumer Price Index** means the All Groups CPI, weighted average of eight capital cities index published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and **December Quarter** means quarter year ending 31 December;

**Copyright Agency** means Copyright Agency Limited;

**Copyright Agency Rights** means the right to Reproduce and Communicate Copyright Agency Works at and for the purposes of Your Child Care Service;

**Copyright Agency Works** means words and text from books, poems, plays and other literary works whose rights are controlled by Copyright Agency in Australia but excluding a specified work or class of works listed as an excluded work on Copyright Agency's website at <https://www.copyright.com.au/licences-permission/excluded-works/> or similar, or otherwise notified to the licensee in writing;

**Dramatic Context** means:

- a. in conjunction with a presentation on the live stage that has:
  - i. a storyline; and
  - ii. one or more narrators or characters; or
- b. as a ballet;

**Exhibit** means to cause a Music Video, in so far as it consists of visual images, to be seen in public and, in so far as it consists of sounds, to be heard in public;

**Grand Right Work** means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it;

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999*;

**Film** means a copy of a cinematograph film within the meaning of that term contained in the Act;

**Licence Year** means any 12 month period (or part thereof) commencing on the Commencement Date or the anniversary of the Commencement Date as the case may be;

**Licensed Music** means Licensed Works and Licensed Sound Recordings;

**Licensed Places** means the maximum number of children who can be educated and cared for at Your Child Care Service at any one time, as stated on Your "service approval" and Licensed Place means each place that together comprise the total number of Licensed Places;

**Licensed Rights** means, as relevant to any particular Approved Usage, PPCA Rights, APRA AMCOS Rights, ARIA Rights and Copyright Agency Rights;

**Licensed Sound Recordings** means PPCA Sound Recordings, AMCOS Sound Recordings and ARIA Sound Recordings;

**Licensed Works** means APRA Works and AMCOS Works;

**Long Day Child Care Service** means any Child Care Service that is not exclusively a Restricted Hours Child Care Service or a Vacation Child Care Service;

**Music Video** means a Film in any form including digital or other electronic machine-readable form:

- a. that embodies:
  - i. a Sound Recording; or
  - ii. a sound-track that, if made separately from the Film, would be a Sound Recording; and
- b. in which the copyright is owned or controlled by a PPCA Licensor;

**OneMusic Australia** means APRA trading as OneMusic Australia as authorised by AMCOS, PPCA, ARIA and Copyright Agency to grant certain rights on their behalf as set out in this Agreement;

**Perform in Public** means to perform Licensed Works in public and to cause to be heard Licensed Sound Recordings in public;

**PPCA Label** means those labels owned or controlled by a PPCA Licensor listed on the PPCA website [ppca.com.au/labels/list-of-current-licensors/](http://ppca.com.au/labels/list-of-current-licensors/), as amended;

**PPCA Licensor** means those licensors listed on the PPCA website [ppca.com.au/labels/list-of-current-licensors/](http://ppca.com.au/labels/list-of-current-licensors/), as amended;

**PPCA Rights** means (as the context requires) the right to:

- a. Reproduce PPCA Sound Recordings in order to Communicate PPCA Sound Recordings and/or Perform in Public any PPCA Protected Sound Recordings;
- b. Communicate PPCA Sound Recordings;
- c. Perform in Public PPCA Protected Sound Recordings; and/or
- d. Exhibit Music Videos;

**PPCA Protected Sound Recordings** means a PPCA Sound Recording for which the Act grants a public performance right, among other rights;

**PPCA Sound Recordings** means any Sound Recording in which the copyright is owned or controlled by a PPCA Licensor, and which has been released on a PPCA Label, in any form including digital or other electronic machine-readable form;

**Production Music** means any AMCOS Work for which AMCOS is also granted the right to license the reproduction of the Sound Recording of that work;

**Reporting Date** means 30 days prior to the end of the relevant Licence Year;

**Reproduce** means to reproduce Licensed Works and Copyright Agency Works, and make copies of Licensed Sound Recordings;

**Restricted Hours Child Care Service** means a Child Care Service that only provides services for a maximum of 5.5 hours a day;

**Sound Recording** has the same meaning as in the Act;

**Vacation Child Care Service** means a Child Care Service that only provides services during gazetted school holidays in the relevant State or Territory; and **Works** means a musical work and any literary work normally associated with it by the copyright owner for Australia (or part of a musical work and associated literary work), and a reference to a Work includes a reference to a share in any such Work.