

**Step 1:** Complete Part A.

**Step 2:** Read Part B and Part C.

**Step 3:** Sign Part B of the Agreement, scan and email to [cinema@onemusic.com.au](mailto:cinema@onemusic.com.au). Alternatively, you can mail to Locked Bag 5000, Strawberry Hills, NSW 2012 and keep a copy for Your own records.

**Step 4:** For each Quarter during the Term, complete a signed Declaration Form in respect of Your Approved Usage for that Quarter, scan and email it to [cinema@onemusic.com.au](mailto:cinema@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)

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Your Business' ABN

---

Your Business' ACN

---

Trading Name of Your Business

---

Trust Name (if applicable)

---

Website

---

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

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Date on which music usage commenced

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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.

## PART B – Licence Fees and Reporting

### Cinemas

This is an Agreement for a licence to Perform in Public, Communicate and/or Reproduce Licensed Music for the Approved Usage as selected by You below.

All figures are quoted inclusive of GST. For more information about the Cinemas licence please read our Information Guide at [www.onemusic.com.au/licences/cinemas/](http://www.onemusic.com.au/licences/cinemas/) and for uses of music not covered under this Licence, our other Information Guides at [onemusic.com.au](http://onemusic.com.au).

This agreement consists of **Part A** (Your Information), **Part B** (Licence Fees and Reporting) and **Part C** (Terms and Conditions).

### Licence Fees

The rates applicable to each Quarter for the relevant Approved Uses (as declared by You below) are as follows:

#### 1. Music for Cinemas

**OPTION A** - For each Location where a licence is required from OneMusic Australia (on behalf of PPCA) for the use of PPCA Sound Recordings for Background Music at Location:

| APRA Works   | PPCA Sound Recordings  |   |                 |
|--|--|---|-----------------|
| Music in Cinematograph Films AND Background Music at Location                                  | Music in Cinematograph Films   | Background Music at Location  |                 |
| 0.462% of Gross Box Office Receipts (ex GST), subject to a minimum fee of \$19.56 per Quarter. | <p><b>\$93.98</b><br/>per screen, per Quarter.</p> <p><b>OR</b></p> <p><b>\$46.97</b><br/>Per Quarter for those Cinemas with a single screen and fewer than 366 screenings per year.</p> | <p><b>Common Area (m<sup>2</sup>)</b></p> <p><b>Quarterly rates</b></p> |                 |
|  |  | 1 - 50  | <b>\$19.45</b>  |
|  |  | 51 - 150  | <b>\$30.40</b>  |
|  |  | 151 - 500   | <b>\$45.58</b>  |
|  |  | 501 - 1,000   | <b>\$91.19</b>  |
|  |  | 1,001 - 2,000   | <b>\$121.59</b> |
|  |  | 2,001 - 5,000   | <b>\$212.77</b> |
|  |  | 5,001 - 7,500   | <b>\$273.57</b> |
|  |  | 7,501 - 10,000  | <b>\$303.97</b> |
|  |  | 10,001 - 15,000   | <b>\$364.75</b> |
|  |  | 15,001 - 20,000   | <b>\$425.55</b> |
| 20,001 plus  | <b>\$607.93</b>  |   |                 |

**OR**

**OPTION B** - For each Location where no licence is required from OneMusic Australia (on behalf of PPCA) for the use of PPCA Sound Recordings for Background Music at Location:

| APRA Works   | PPCA Sound Recordings  |
|--|--|
| Music in Cinematograph Films AND Background Music at Location                                  | Music in Cinematograph Films ONLY  |
| 0.462% of Gross Box Office Receipts (ex GST), subject to a minimum fee of \$19.56 per Quarter. | <p><b>\$93.98</b><br/>per screen, per Quarter.</p> <p><b>OR</b></p> <p><b>\$46.97</b><br/>Per Quarter for those Cinemas with a single screen and fewer than 366 screenings per year.</p> |

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

## 2. Featured Music Performances\*\*

| Common Area (m <sup>2</sup> ) | Rates           |
|-------------------------------|-----------------|
| 0 – 2,000                     | \$13.27 per day |
| 2,001 Plus                    | \$26.54 per day |

\*\*Does not include performances where there is a specific Entry Fee or where Gross Expenditure on Live Artist Performers for that performance is greater than \$6,000.

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

## 3. Telephone on Hold

| Caller Capacity lines | Telephone on Hold (Communication only) |                                   | Telephone on Hold (Communication and Reproduction) |                                   | Partial Rights Deduction   |
|-----------------------|--|-----------------------------------|--|-----------------------------------|--|
|                       | Single Location (for 1 Location)       | Multiple Locations (per Business) | Single Location (for 1 Location)                   | Multiple Locations (per Business) |  |
| 1 - 2                 | \$66.34                                | \$88.45                           | \$82.92  | \$110.56                          | If applicable, Partial Rights Deduction minus 48.25% of total amount |
| 3 - 5                 | \$87.07                                | \$127.15                          | \$107.81   | \$158.93                          |  |
| 6 - 10                | \$129.92                               | \$196.25                          | \$163.08   | \$246.00                          |  |
| 11 - 25               | \$215.60                               | \$326.16                          | \$269.50   | \$407.70                          |  |
| 26 - 50               | \$409.09                               | \$646.80                          | \$511.36   | \$807.11                          |  |
| 51 - 100              | \$649.56                               | \$1,144.33                        | \$839.18   | \$1,373.76                        |  |
| 101 - 200             | \$1,299.13                             | \$2,377.12                        | \$1,558.95   | \$2,852.54                        |  |
| 201 - 300             | \$2,211.25                             | \$4,146.14                        | \$2,653.53   | \$4,975.37                        |  |
| 301 - 400             | \$2,852.54                             | \$5,528.18                        | \$3,421.94   | \$6,633.83                        |  |
| 401 plus*             | \$4.97 per additional line             | \$8.29 per additional line        | \$6.08 per additional line                         | \$9.95 per additional line        |  |

\*Licence Fees for Telephone on Hold are capped at \$22,112.74 (including GST) per client **per Quarter** (irrespective of the number of Locations licensed).

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

## Reporting

Licence Fees are payable in arrears for each Quarter during the Term in accordance with clause 4.1 of the Terms and Conditions, based on the information provided under 6.2 or determined or under clause 6.3 of the Terms and Conditions.

Within 21 days of the end of each Quarter during the Term, You must complete a Declaration Form (whether in the form of the Schedule to this Agreement or as otherwise agreed) in respect of Your Approved Usage for that Quarter for each Location to be licensed under this Agreement.

Within 30 days of OneMusic Australia receiving the relevant Declaration Form, OneMusic Australia will invoice You the Licence Fees in respect of that Quarter based on Your Approved Usage in accordance with clause 5.1 of the Terms and Conditions.

If no Declaration Form is received by OneMusic Australia by the due date for any particular Quarter, We will issue a provisional invoice for Licence Fees in accordance with clause 6.3 of the Terms and Conditions.

**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 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

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;
  - 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 expressed in the form of \$ on 1 July 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 for each Quarter during the Term:
- a. within 30 days of the date We receive a Declaration Form in respect of that Quarter as provided by You in accordance with clause 6.2 below; or
  - b. in the event that the invoice is being issued as a result of the circumstances in clause 6.3, within 30 days of the original due date for the relevant Declaration Form.
- 5.2 Licence Fees are payable to Us within 14 days from the date of the invoice.
- 5.3 We may charge You interest at the Agreed Rate on any amount that remains unpaid after the due date of the invoice.
- 5.4 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.
- 5.5 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.
- 5.6 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 supplied by You under the Agreement. Failure to do so may mean you are not appropriately licensed for Your uses of music.
- 6.2 Within 21 days of the end of each Quarter during the Term, You must complete a Declaration Form (whether in the form of the Schedule to this Agreement or as otherwise agreed) in respect of Your Approved Usage for that Quarter for each Location to be licensed under this Agreement.
- 6.3 In the event that You have not provided the relevant information in a Declaration Form in respect of any particular Quarter by its due date under clause 6.2, We will issue a provisional invoice to You in respect of that Quarter's Licence Fees using either:
- a. the information contained in the Declaration Form provided by You for the most recent previous Quarter; or
  - b. where that is not available, OneMusic Australia's reasonable estimate of the relevant Licence Fees for that Quarter.

- 6.4 In the event that an invoice has been issued in accordance with clause 6.3 and the relevant information is subsequently provided by You, the following applies:
- a. if, on receipt of the information, the amount of Licence Fees payable exceeds the provisional amount invoiced, You must pay the excess within 14 days after the date of receipt of the tax invoice; or
  - b. if, on receipt of the information, the amount of the Licence Fees payable is less than the provisional amount invoiced, We must refund the amount or credit it to Your account within 14 days.
- 6.5 We may 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 and 6.2 above.
- 6.6 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 Licence.
- 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 and You must pay the amount stated on the invoice within 14 days.

### 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 the 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 14 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.

## 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:
- disclosed to Our licensing partners, auditors and other professional advisers; and
  - 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 One Music 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** means Part A, Part B, Part C of this document and any and all schedules, attachments and/or annexures, and any statements or declarations provided under clauses 6.1 and 6.2 of these Terms and Conditions;

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

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

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

**APRA AMCOS Rights** means (as relevant) a licence:

- from APRA to Perform In Public and Communicate APRA Works; and
- 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;

**Background Music at Location** means any Licensed Music (recorded or otherwise) used at the Location, including music contained in television programmes and films, that is not given prominence or used as a feature of that Location or any part of that Location;

**Caller Capacity Line** means:

- for non-VOIP and non-cloud-based telephone systems, the maximum number of held calls for a single location that may be supported at any one time where music is played; and
- for VOIP and cloud-based telephone systems, the maximum number of simultaneous users across multiple locations that may be supported at any one time where music is played;

**Cinematograph Films** has the same meaning as in the *Copyright Act 1968*.

**Common Area** means the total size of the area or areas of the Location where Background Music at Location is audible, including foyers and other common areas;

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

**Commencement Date** means the first day of the month in which Your Music Usage commenced 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;

**Declaration Form** means the document in the form of the Schedule to this Agreement (or as otherwise agreed) for the purposes of supplying the relevant information for the Approved Usage under this Agreement;

**Dramatic Context** means:

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

**Entry Fee** means a fee charged for admission (even if not charged to all patrons) including but not limited to a ticket price, membership fee or cover charge.

**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;

**Featured Music Performances** means a performance of music (recorded or otherwise) at the Location that is given prominence as a feature of that Location or any part of that Location. Featured Music includes:

- performances, including Live Music Performances and Karaoke, which have been advertised to the public as having music as a feature such as 'Live DJ Every Friday', 'Live Music Thursday', or where music is advertised as part of a specific event or series of events; or
- where music has been compiled with a particular or recognisable theme such as 'Retro Night', 'Friday Night Beats' or 'Sunday Jazz';

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

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

**Gross Box Office Receipts** means the total amount paid for admission to screenings of Cinematograph Films at all Locations (including the value of all tickets sold or redeemed), excluding government taxes or other charges;

**Gross Expenditure on Live Artist Performers** means all monies and the monetary value of all benefits receivable directly or indirectly by the Live Artist Performer, including all salaries, wages, profit shares, allowances and accommodation, travel & other expenses (but excluding GST), whether receivable by the Live Artist Performer or any agent, manager, assistant or associate of the Live Artist Performer;

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

**Karaoke** means music used for the purposes of accompanying singing by patrons.

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

**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 Sound Recordings** means PPCA Sound Recordings and AMCOS Sound Recordings;

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

**Live Artist Performer** means any performer participating in the performance of music including featured and associated singers, musicians, DJs, electronic music artists, dancers, models and conductors;

**Live Music Performances** means music that is performed by a Live Artist Performer;

**Location** means each location as set out in a Declaration Form under this Agreement;

**Music for Cinemas** mean both Music in Cinematograph Films and Background Music at Location audible in Common Areas of Cinemas;

**Music in Cinematograph Films** means musical works exhibited in Cinemas by means of Cinematograph Films;

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

- that embodies:
  - a Sound Recording; or
  - 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 AMCOS trading as OneMusic Australia as authorised by PPCA;

**Partial Rights Deduction** means the deduction offered by OneMusic Australia on the Licence Fee rates for particular music use where, in respect of that particular music use:

- no PPCA Sound Recordings are used;
- the particular use of PPCA Sound Recordings does not require a licence from OneMusic Australia (on behalf of PPCA) due to there being a direct or alternative licence in place in respect of that particular use of PPCA Sound Recordings;
- no APRA Works and/or AMCOS Works are used; or
- the particular use of APRA Works and/or AMCOS Works does not require a licence from OneMusic Australia (on behalf of APRA AMCOS) due to there being a direct or alternative licence in place in respect of that particular use of APRA Works and/or AMCOS Works.

Where applicable, the Licence Fee rates will be deducted by the relevant percentage amounts shown.

**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 <http://www.pcca.com.au/labels/list-of-licensors/>, as amended;

**PPCA Licensor** means those licensors listed on the PPCA website <http://www.pcca.com.au/labels/list-of-current-licensors/>, as amended;

**PPCA Rights** means a licence from PPCA for the right to:

- Reproduce PPCA Sound Recordings in order to Communicate PPCA Sound Recordings and/or Perform in Public any PPCA Protected Sound Recordings;
- Communicate PPCA Sound Recordings;
- Perform in Public PPCA Protected Sound Recordings; and/or
- 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;

**Quarter** means each 3 monthly period during the Term commencing on each 1 July, 1 October, 1 January or 1 April of each Licence Year;

**Reproduce** means to reproduce Licensed Works and make a copy of Licensed Sound Recordings;

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

**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); 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.

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**OFFICE USE ONLY**

# Schedule Declaration Form

Your Business \_\_\_\_\_ (Business)  
 OneMusic Account Number \_\_\_\_\_ (Account Number)  
 Quarterly Reporting Period From \_\_\_\_\_ to \_\_\_\_\_ (Quarter)  
 (MONTH AND YEAR) (MONTH AND YEAR)

You need to select and declare the relevant categories of music use for each Quarter in either the Declaration Form below or, if You have multiple Locations, in the spreadsheet document available on the OneMusic Australia website [onemusic.com.au/media/multi-location/OneMusic\\_Australia\\_Cinema\\_ML\\_Template.xltm](http://onemusic.com.au/media/multi-location/OneMusic_Australia_Cinema_ML_Template.xltm).

You will need to declare Your relevant music use in the spaces below and sign a Declaration Form for each separate Location licensed by You under this Agreement. If You wish to license multiple Locations under this Agreement, You may print a separate copy of this Declaration Form for each Location in the relevant Quarter.

The information You provide will constitute Your **Approved Usage** of the Licensed Rights for the Licensed Music and Music Videos for the relevant Quarter.

Location name \_\_\_\_\_ (Location)

## 1. Music for Cinemas

Complete the relevant option for Your Location from the two options below:

### OPTION A: I need a licence from OneMusic Australia (on behalf of PPCA) for the use of PPCA Sound Recordings for Background Music at Location

Please declare below the relevant information for the Quarter for the Location:

| Gross Box Office Receipts (ex GST) | Number of screens at Location | Size of Common Area (m <sup>2</sup> ) |
|------------------------------------|-------------------------------|---------------------------------------|
|                                    |                               |                                       |

Tick here if Location has a single screen and fewer than 366 screenings per year.

**OR**

### OPTION B: I do not need a licence from OneMusic Australia (on behalf of PPCA) for the use of PPCA Sound Recordings for Background Music at Location

Please declare below the relevant information for the Quarter for the Location:

| Gross Box Office Receipts (ex GST) | Number of screens at Location |
|------------------------------------|-------------------------------|
|                                    |                               |

Tick here if Location has a single screen and fewer than 366 screenings per year.

## 2. Featured Music Performances

If there has been any Featured Music Performances at the Location in the Quarter, please declare the size in square metres of the Common Area at your Location and the number of days of operation when Featured Music Performances were held in that Quarter:

| Common Area (m <sup>2</sup> ) | Number of days for the Quarter where Featured Music Performances were held at Location |
|-------------------------------|--|
|                               |  |



### 3. Telephone on Hold

Please tick which Telephone on Hold option You require and the Caller Capacity Lines for Your Business in the Quarter:

| Caller Capacity Lines |  |
|-----------------------|--|
| <input type="radio"/> | <b>Communication only</b> – Select this option when you don't need to copy music tracks for your Telephone on Hold system (e.g. You play music directly from a CD, or an external agency has created and supplied Your messaging)          |
| <input type="radio"/> | <b>Communication and Reproduction</b> – Select this option when you do need to copy music tracks for your Telephone on Hold system (e.g. You have copied music from a CD onto a hard drive or directly onto Your telephone on hold system) |

Please indicate below:

- My Business is a single Location business       My Business has multiple Locations

Eligible for Partial Rights Deduction for Telephone on Hold?

- Yes, please deduct my Licence Fees for Telephone on Hold by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of PPCA) for the use of **PPCA Sound Recordings** for Telephone on Hold.
- Yes, please deduct my Licence Fees for Telephone on Hold by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of APRA AMCOS) for the use of **APRA Works and AMCOS Works** for Telephone on Hold.

*I declare that the information I have given on this Declaration Form and any supplementary pages 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.*

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

Name of authorised person  
(please print) \_\_\_\_\_

Position of authorised person  
(please print) \_\_\_\_\_