

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 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 _____

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 _____

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.

For annual licence fees over \$500.00, OneMusic Australia will **automatically invoice every quarter** in four instalments. If You would prefer to be invoiced annually in advance, regardless of the Licence Fee amount, please indicate below:

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 use

Community Music Groups

This is an agreement for a licence to Perform in Public, Communicate and Reproduce Licensed Music (including Original Print Music) by a Community Music Group for the Approved Usage as selected by You below.

All figures are quoted inclusive of GST. For more information about the Community Music Groups licence please read our Information Guide at onemusic.com.au/licences/community-music-groups/ and for uses of music not covered under this Licence, our other Information Guides at onemusic.com.au.

This agreement consists of **Part A** (Your information), **Part B** (Licence Fees and Your music use) and **Part C** (Terms and Conditions).




Licence Fees

The rates applicable to each Licence Year for the selected Approved Usage (as declared by You below) are as follows:


Music for Community Music Groups

APRA Works	Rate per annum per Music Group
 Unrestricted number of live music performances by the Community Music Group at Community Events.	\$99.50

OR

APRA Works and AMCOS Works	Rate per annum per Music Group
 Unrestricted number of live music performances by the Community Music Group at Community Events.	\$320.63
 Reproduction of AMCOS Works for the purpose of: a. practice and rehearsals of performances by the Community Music Group at Community Events; and b. making Community Event Audio Recordings.	
 Reproduction of AMCOS Works in the form of Approved Print Music.	

PLUS

PPCA Sound Recordings	Rate per annum per Music Group
 Unrestricted use of PPCA Sound Recordings in performances by the Community Music Group at Community Events.	\$154.24

Rates include 10% GST. The GST-exclusive amount of the rates set out in the table 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 the Terms and Conditions.

AMCOS Works has the meaning set out in the Terms and Conditions.

Approved Print Music means physical, non-digital copies of Original Print Music for the purposes of performances by the Community Music Group in practice and rehearsals, and for the purposes of archiving. The Reproduction of AMCOS Works of Original Print Music excludes the right to make Arrangements.

Approved Usage has the meaning set out in the Terms and Conditions.

APRA Works has the meaning set out in the Terms and Conditions.

Arrangement means an adaptation of an AMCOS Work for instrumentation and/or genre which differs to the original by use of an Audio Lift or the re-scoring (in print format) of a musical composition for different instruments or voices.

Audio Lift means the Transcription, by ear, of an audio file and the rearrangement of that audio file for differing instrumentation.

Community Event means any event where the Community Music Group's band, choir, ensemble or performance group performs, provided that the performance is conducted;

- a. free-of-charge; or
- b. if for a fee, either;
 - i. for the purpose only of recovering the Community Music Group's costs; or
 - ii. for fund raising directly for the Community Music Group.

Community Event Audio Recordings means audio sound recordings of performances by the Community Music Group at Community Events for provision to the public of those recordings, provided they are offered only;

- a. free-of-charge; or
- b. if for a fee, either;
 - i. for the purpose only of recovering the Community Music Group's costs; or
 - ii. for fund raising directly for the Community Music Group.

Community Music Group means an individual band, choir, ensemble or performance group:

- a. that has public performance of music as its primary purpose;
- b. that is operated not for profit;
- c. with only amateur, unpaid participants (other than any conductor or band leader);
- d. formed with the aim of developing musical learning;
- e. led by experienced music educators;
- f. conducted with open and inclusive participation; and
- g. where any joining fees are conducive to open and inclusive participation.

Declaration Form means the form below in Your music use section.

Ensemble means any instrumental and/or voice ensemble.

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.

Licensed Music has the meaning set out in the Terms and Conditions.

Music for Community Music Groups means, as applicable to the Approved Usage:

- a. the playing of APRA Works and AMCOS Works for live music performances by the Community Music Group at Community Events;
- b. the Reproduction by the Community Music Group of AMCOS Works in any audio-only format (including in digital form) for the purposes of practice and rehearsals of performances by the Community Music Group at Community Events;
- c. the Reproduction by the Community Music Group of AMCOS Works for the purposes of making Community Event Audio Recordings;
- d. the Reproduction by the Community Music Group of AMCOS Works in the form of Approved Print Music; and
- e. the playing of PPCA Sound Recordings

Original Print Music means an original of the relevant sheet music that is owned by the Community Music Group.

Perform in Public has the meaning set out in the Terms and Conditions.

PPCA Sound Recording has the meaning as set out in the Terms and Conditions.

Reproduce has the meaning set out in the Terms and Conditions.

Transcription means an exact copy of the notation of a musical work and/or any lyrics whether copied by hand or otherwise.

Your music use

Declaration Form

Community Music Group: _____ **(Community Music Group)**

You will need to declare Your relevant music use below and sign this Declaration Form for Your Community Music Group to be licensed under this Agreement.

Please indicate below how Your Community Music Group uses Music for Community Music Groups:

APRA Works		OR	APRA Works and AMCOS Works	
<input type="radio"/>	My Community Music Group uses only APRA Works		<input type="radio"/>	My Community Music Group uses both APRA Works and AMCOS Works
PLUS				
PPCA Sound Recordings				
<input type="radio"/>	My Community Music Group uses PPCA Sound Recordings			

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: _____

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

- 2.1 The Licence does not cover:
- any right or music use not declared as an Approved Usage under this Agreement;
 - the use of any:
 - Grand Right Work in its entirety, except by means of a theatrically released film;
 - choral work of more than 20 minutes duration in its entirety;
 - music and associated words so as to burlesque or parody the work; or
 - musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - musical work in a Dramatic Context, except by means of a theatrically released film;
 - music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - the use of any infringing copies of Licensed Sound Recordings; or
 - 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.
- 2.2 The use of Licensed Music as a Background Stream is only granted to You as long as the Background Stream:
- does not directly generate revenue as a result of the streamed music;
 - comprises at least 10, but no more than 15 PCCA Sound Recordings;
 - comprises no more than one PCCA Sound Recording by a particular artist or group;
 - does not include infringing copies of PCCA Sound Recordings; and
 - is only used on the website in a manner that:
 - is independent of the user's progress;
 - is not associated with any particular part of the website, including without limitation, the homepage;
 - does not act to synchronise PCCA Sound Recordings with any image or video on the website; and
 - does not allow a user to choose which PCCA Sound Recordings they hear, or the times at which they hear them, or be otherwise able to control the nature and timing of the PCCA Sound Recordings played on the website.

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 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 2 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 If Your Licence Fee is more than \$500, We will invoice You quarterly in 4 instalments, unless You elect otherwise.
- 5.3 Licence Fees are payable to Us within 30 days from the date of the invoice.
- 5.4 We may charge You interest at the Agreed Rate on any amount that remains unpaid after the due date of the invoice.
- 5.5 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.
- 5.6 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.
- 5.7 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 actual music use and operational details of Your premises for the then current Licence Year; and
 - the estimated music use and operational details for the relevant premises for the following Licence Year, which will form Your declaration of Approved Usage for the following Licence Year.
- 6.4 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 to 6.3 above.
- 6.5 In the event of any increase in Licence Fees arising from this clause 6, we may issue an invoice for those amounts and You must pay the amount stated on the invoice within 14 days.
- 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:
- the audit or examination establishes that the amounts payable under this Licence were understated by more than 10%; or
 - 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 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 the Terms and Conditions, and any Licence Fee rates and/or minimum fees specified under the Agreement), provided that:
- We provide You with reasonable notice of any such amendments (**Amendment Notice**); and
 - 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:
- fail to pay any sum when due under this Agreement within 14 days after the due date;
 - 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;
 - 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
 - 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.

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 of OneMusic Australia. The privacy policies can be obtained from the OneMusic Australia website onemusic.com.au/about/privacy-policy.

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 FILRSBV00) 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;

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 the context requires) a licence:

- from APRA to Perform In Public and Communicate APRA Works;
- from AMCOS to Reproduce AMCOS Works, Production Music Works and AMCOS Sound Recordings; and/or
- from AMCOS to Communicate AMCOS Sound Recordings;

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

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;

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;

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;

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;

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 Sound Recordings means PPCA Sound Recordings and AMCOS Sound Recordings;

Licensed Music means Licensed Works and Licensed Sound Recordings;

Licensed Works means APRA Works and AMCOS Works;

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
- 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;

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-current-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;

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