

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 Hall

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

All figures are quoted inclusive of GST. For more information about the Community Halls licence please read our Information Guide at onemusic.com.au/licences/halls/ 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 Halls

Music for Community Halls		Period	Day Rate
Day Rate x each 100 persons of the Community Hall Capacity for each day of operation, subject to a Minimum Annual Fee of \$50		1 September 2020 - 31 August 2021	\$8
 Unrestricted number of devices playing recorded background music from any source for all events and functions at the Community Hall, including to Exhibit Music Videos, other than events or functions that are: <ul style="list-style-type: none">exercise and fitness classes, dance classes, nightclub or dance party events; andheld by a National Event Promoter (with such performances to be licensed separately, including directly by the National Event Promoter).		1 September 2021 - 31 August 2022	\$9
 Unrestricted number of performances by Live Artist Performers, other than: <ul style="list-style-type: none">Premium Live Performances (which will require a separate OneMusic Australia "Event" licence); andperformances held by a National Event Promoters (with such performances to be licensed separately, including directly by the National Event Promoter).		1 September 2022 - 31 August 2023	\$10

Community Halls that are usually and primarily used as music venues will not be licensed under this Agreement.

Rates include 10% GST. The GST-exclusive component of the rates set out in the table above will be **increased by CPI** on 1 September of each Licence Year after 31 August 2023 in accordance with clause 4.3 of the Terms and Conditions.

Plus

Premium Live Performances		Community Hall Capacity	Day Rate
Day Rate for each day when a function or event that includes a Premium Live Performance is held at the Community Hall		1 – 100	\$12.33
 All music performed by a Live Artist Performers at any events or functions where the Gross Expenditure on the Live Artist Performers is more than \$4,000 for that event or function		101 - 200	\$24.65
Background music played on days where the Community Hall is being used for Premium Live Performances must also be declared as a day of operation under the Music for Community Hall tariff.		201 - 400	\$49.30
		401 - 600	\$73.96
		601 - 800	\$98.61
		801 – 1,000	\$123.26
		1,001 plus	\$184.89

Rates include 10% GST. The GST-exclusive component 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.

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

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

Community Hall means the community hall as declared in Your music use section below.

Community Hall Capacity means the total capacity (number of persons) of the Community Hall licensed by the relevant Local Government Authority or Fire Department (as applicable to Your Community Hall). More information about sources You can use when determining the capacity of Your Community Hall are available in our Information Guide at onemusic.com.au/licences/community-halls/.

Day Rate means the relevant rate per day as set out in the Music for Community Halls or Premium Live Performances table above.

Exhibit has the meaning as set out in the Terms and Conditions.

Gross Expenditure on Live Artist Performers means all monies and the monetary value of all benefits receivable directly or indirectly by the Live Artist Performers, 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.

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

Licensed Rights has the meaning as set out in the Terms and Conditions.

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.

Music for Community Halls means any and all recorded background music and music by Live Artist Performers used at any event or function at the Community Hall, including to Exhibit Music Videos, other than:

- a. for exercise and fitness classes, dance classes, nightclubs or dance party events;
- b. events or functions held by a National Event Promoter; and
- c. performances by Live Artist Performers that are Premium Live Performances.

Music Video has the meaning as set out in the Terms and Conditions.

Minimum Annual Fee means the minimum amount payable under Your Agreement in respect of a particular category of Approved Usage. The Minimum Fee is calculated on the basis of all Licence Fees payable under this Agreement, and therefore is only charged once even if multiple music use categories are chosen.

National Event Promoter means a promoter licensed under either an APRA AMCOS or OneMusic Australia "Promoted Music Event" blanket licence scheme, as amended and listed from time to time at onemusic.com.au/faqs.

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

Premium Live Performances means an event or function held in the Community Hall where the Gross Expenditure on Live Artist Performers is \$4,000 or more for that event or function.

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

Your music use

Declaration Form

You need to select and declare the relevant categories for the use of our music in the Declaration Form below for each Location.

If You have multiple locations, complete the spreadsheet document available on the OneMusic Australia website onemusic.com.au/media/Multi-Location/OneMusic_Australia_CommunityHalls_ML_Template.xltm.

The information you provide will constitute Your **Approved Usage** of the Licensed Rights for the Licensed Music and Music Videos under this Agreement.

Location name: _____ (Location)

You will need to declare Your use of our music in the spaces below, or in the multiple locations spreadsheet, and then sign the Declaration Form. The declaration will apply to all Locations licensed by You under this Agreement.

1. Music for Community Halls

Declare the Community Hall Capacity of Your Location and the annual number of days of operation when Music for Community Halls functions or events are held at the Community Hall (including any days where both Music for Community Halls and Premium Live Performances are both used) in the table below.

Community Hall Capacity (persons)	Annual number of days of operation of the Community Hall

2. Premium Live Performances

Declare the annual number of days of operation when Premium Live Performances are held at the Community Hall in the table below.

Community Hall Capacity (persons)	Annual number of days of operation of the Community Hall for Premium Live Performances

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.

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 the Territory 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 PPCA Sound Recordings;
 - comprises no more than one PPCA Sound Recording by a particular artist or group;
 - does not include infringing copies of PPCA Sound Recordings; and
 - is only used on the website in a manner that:
 - is independent of the user's progress; and
 - is not associated with any particular part of the website, including without limitation, the homepage;
 - does not act to synchronise PPCA Sound Recordings with any image or video on the website;
 - does not allow a user to choose which PPCA Sound Recordings they hear, or the times at which they hear them, or be otherwise able to control the nature and timing of the PPCA Sound Recordings played on the website; and
 - 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 equal 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 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:
- 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:

- 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;
- 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
- in all cases, includes any statements or declarations provided under clauses 6.1, 6.2 and 6.3 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 a licence from APRA AMCOS to Perform in Public, Communicate and Reproduce:

- APRA Works; and
- 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 and Communicate in order to Perform in Public any PPCA Sound Recordings;
- Perform in Public PPCA Protected Sound Recordings; and
- 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 the Territory (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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