

MUSIC LICENCE

DANCE AND PERFORMANCE INSTRUCTORS AND DANCE SCHOOLS



Licensing Enquiries 1300 162 162 signup@onemusic.com.au onemusic.com.au

ACCOUNT NO. _____

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
ABN and ACN

Trust Name (if applicable)

Website

Postal Address

ADDRESS

Street Address (if different from
Postal Address)

STATE

POSTCODE

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

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

Dance and Performance Instructors and Dance Schools

This is an agreement for a licence to Perform in Public, Communicate and/or Reproduce APRA Works and AMCOS Works and ARIA Sound Recordings for Dance and Performance Instructors and Dance Schools for the Approved Usage as selected by You below.

All figures are quoted inclusive of GST.

For more information about the Dance and Performance Instructors and Dance Schools licence please read our Information Guide at onemusic.com.au/licences/dance-schools/ 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:

1. Music in Dance Classes

Number of Classes Per Week (on average over a 12 month period)	Annual Fee*(per Location)	Partial Rights Deduction
1 - 5	\$178.15	If applicable, Partial Rights Deduction minus 48.25% of total amount
6 - 20	\$356.30	
21 - 40	\$534.45	
41 Plus	\$712.60	

*Individual Dance and Performance Instructors that conduct classes at different locations at different times or days, will be deemed to be operating in 1 Location for the purposes of calculating Licence Fees for Music in Dance Classes.

Plus

Music use category	Rates	Partial Rights Deduction
 Dance School Events (where the Entry Fee is \$40 or less – including GST and any booking and handling fee)	A single Dance School Event per year: \$203.60 Unlimited number of Dance School Events per year: \$407.20	If applicable, Partial Rights Deduction minus 48.25% of total amount
 Digital Copy/Delivery	\$2.06 multiplied by the Average Number of Students (see definition below) per annum, subject to a minimum fee of \$30.79 .	
 Video Recording Package	\$4.11 multiplied by the Average Number of Students (see definition below) per annum, subject to a minimum fee of \$61.59 .	
 Website Use	\$559.90	N/A

Rates include 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.

2. 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	\$244.32	\$325.76	\$305.40	\$407.20	If applicable, Partial Rights Deduction minus 48.25% of total amount
3 - 5	\$320.67	\$468.28	\$397.02	\$585.35	
6 - 10	\$478.46	\$722.78	\$600.62	\$906.02	
11 - 25	\$794.04	\$1,201.24	\$992.55	\$1,501.55	
26 - 50	\$1,506.64	\$2,382.12	\$1,883.30	\$2,972.56	
51 - 100	\$2,392.30	\$4,241.52	\$3,090.65	\$5,059.46	
101 - 200	\$4,784.60	\$8,754.80	\$5,741.52	\$10,505.76	
201 - 300	\$8,144.00	\$15,270.00	\$9,772.80	\$18,324.00	
301 - 400	\$10,505.76	\$20,360.00	\$12,602.84	\$24,432.00	
401 plus*	\$18.32 per additional line	\$30.54 per additional line	\$22.40 per additional line	\$36.65 per additional line	

*Licence Fees for Telephone on Hold are capped at \$81,440 (including GST) per client (irrespective of the number of Locations licensed).

Rates include 10% GST. The GST-exclusive component of the rates set out in the tables 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 Usage has the meaning set out in the Terms and Conditions.

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

ARIA means Australian Recording Industry Association Limited.

ARIA Sound Recordings means the sound recordings controlled by ARIA listed on the ARIA website http://www.aria.com.au/pages/documents/sound_recording_label_list.pdf, the rights for which ARIA has authorised OneMusic Australia to administer for the purposes of this Agreement.

Average Number of Students means the average number of students enrolled with the Dance and Performance Instructor or at the Dance and Performance School over a 12-month period. Information about how You may be able to best calculate the Average Number of Students can be found in the OneMusic Australia Information Guide at <https://onemusic.com.au/licences/dance-schools/>.

Background Stream has the meaning as set out in the Terms and Conditions.

Caller Capacity Line means:

- a. 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
- b. 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.

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

Dance and Performance Instructor means a person that operates their own business providing instruction for dance and dance performances at several separate locations.

Dance and Performance School means a business whose purpose is to provide instruction for dance and dance performance.

Dance School Event means events, recitals and performances by the Dance and Performance School or Students of a Dance and Performance Instructor where the Entry Fee is \$40 or less (including GST and any booking and handling fee) and excludes ballets, performances in a dramatic context and Eisteddfod Performances.

Digital Copy/Delivery means to Reproduce up to 2,000 tracks containing ARIA Sound Recordings and/or APRA Works and AMCOS Works:

- a. by copying from a licensed physical copy (e.g. a CD) to an electronic copy or another physical one;
- b. by copying from a licensed electronic copy (e.g. a legally acquired MP3 download) to another electronic copy or a physical one; or
- c. by downloading or accessing a stream from a personal digital music service for the purpose of performing music in public (that is, using a subscription, ad-funded or download music service that is limited in its terms of use to non-commercial listening).

Eisteddfod Performances means performances by the Dance School or students of a Dance and Performance Instructor at an eisteddfod or dance competition.

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.

Licence Year has the meaning set out in the Terms and Conditions.

Location means each Dance and Performance School Location as declared by You in the 'Your music use' below. Individual Dance and Performance Instructors that conduct classes at different locations at different times or days, will be deemed to be operating in one Location for the purposes of calculating Licence Fees under the Music for Dance Classes tariff.

Music in Dance Classes means music used in association with dance classes, lessons and rehearsals at Dance and Performance Schools. It does not include the use of music in dance classes occurring in Fitness Centres or gyms or where the classes are undertaken primarily for the purposes of exercise.

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

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:

- a. no ARIA Sound Recordings are used;
- b. the particular use of ARIA Sound Recordings does not require a licence from OneMusic Australia (on behalf of PPCA) due to there being a direct or alternate licence in place in respect of that particular use of ARIA Sound Recordings;
- c. no APRA Works and/or AMCOS Works are used; or
- d. 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 alternate 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 has the meaning set out in the Terms and Conditions.

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

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).

Video Recording Package means to make up to 3 video recordings per student of a Dance School Event that includes APRA Works and AMCOS Works and ARIA Sound Recordings (or to permit others to make such video recordings) or to make 3 copies per student of the one video recording (in a calendar year) provided the video recording or copy:

- a. does not include any advertising or promotional material or any other matter intended to encourage the purchase, use or support of particular goods or services;
- b. is supplied (at no charge or at cost) to students who appear in the video and to their families for private domestic use only; and
- c. displays the following notice: *"This video is for private domestic viewing only. No further reproductions may be made without the prior permission of OneMusic Australia."*

Website Use means a Background Stream of music on Your website provided that the stream complies with clause 2.2 of 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 https://onemusic.com.au/media/Multi-location/OneMusic_Australia_Dance_ML_Template.xltm.

The information you provide will constitute your **Approved Usage** for the use of APRA Works and AMCOS Works and ARIA Sound Recordings 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.

Please note that Individual Dance and Performance Instructors that conduct classes at different locations at different times or days, will be deemed to be operating in a single Location for the purposes of calculating Licence Fees under the Music for Dance Classes tariff.

1. Music in Dance Classes

Declare the relevant information for your Location in the table below.

Location 1 Number of classes per week (on average over a 12 month period)

Eligible for Partial Rights Deduction for **Music in Dance Classes**?

- Yes, please deduct my Licence Fees for Music in Classes by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of ARIA) for the use of **ARIA Sound Recordings** for Music in Dance Classes at the Location.
- Yes, please deduct my Licence Fees for Music in Classes 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 Music in Dance Classes at the Location.

2. Dance School Events, Digital Copy/Delivery, Video Recording Package and Website

Select any additional Approved Usage you require below and declare the relevant information for your Location.

Dance School Events	<input type="radio"/> One Dance School Event per year
	<input type="radio"/> Unlimited Dance School Events per year

		Average Number of Students**
Digital Copy/Delivery	<input type="radio"/>	
Video Recording Package	<input type="radio"/>	

** Information about how You may be able to best calculate this figure can be found in the OneMusic Australia Information Guide at onemusic.com.au/licences/dance-schools/

Website Use	<input type="radio"/>
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Eligible for Partial Rights Deduction for **Dance School Events**?

- Yes, please deduct my Licence Fees for Dance School Events by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of ARIA) for the use of **ARIA Sound Recordings** for Dance School Events at the Location.
- Yes, please deduct my Licence Fees for Dance School Events 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 Dance School Events at the Location.

Eligible for Partial Rights Deduction for **Digital Copy/Delivery**?

- Yes, please deduct my Licence Fees for Digital Copy/Delivery by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of ARIA) for the copying or digital delivery of **ARIA Recordings**.
- Yes, please deduct my Licence Fees for Digital Copy/Delivery by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of APRA AMCOS) for the copying or digital delivery of **APRA Works and AMCOS Works**.

Eligible for Partial Rights Deduction for the **Video Recording Package**?

- Yes, please deduct my Licence Fees for the Video Recording Package by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of ARIA) for the copying of **ARIA Recordings** in video recordings of Dance School Events.
- Yes, please deduct my Licence Fees for the Video Recording Package by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of APRA AMCOS) for the copying of **APRA Works and AMCOS Works** in video recordings of Dance School Events.

3. Telephone on Hold

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

		Caller Capacity Lines
<input type="radio"/>	Communication only – 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"/>	Communication and Reproduction – 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.

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**
 - 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;
 - 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 ARIA Sound Recordings or PPCA Sound Recordings; or
 - d. the use of ARIA Sound Recordings or PPCA 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:
 - a. does not directly generate revenue as a result of the streamed music;
 - b. comprises at least 10, but no more than 15 PPCA Sound Recordings;
 - c. comprises no more than one PPCA Sound Recording by a particular artist or group;
 - d. does not include infringing copies of PPCA Sound Recordings; and
 - e. is only used on the website in a manner that:
 - i. is independent of the user's progress;
 - ii. is not associated with any particular part of the website, including without limitation, the homepage;
 - iii. does not act to synchronise PPCA Sound Recordings with any image or video on the website; and
 - iv. 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.
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 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 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), by direct bank transfer or by cheque.
 - 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:
 - a. the actual music use and operational details of Your premises for the then current Licence Year; and
 - b. 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 30 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 30 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 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 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.

- 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 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/privacypolicy.
- 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 FILRSBVOO) 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. the 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 and the Terms;
- 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:
a. from APRA to Perform In Public and Communicate APRA Works;
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 Australian Recording Industry Association Limited;
- ARIA Rights** means a licence from ARIA for 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;

Communicate has the same meaning as in the Act;

Commencement Date means the first day of the calendar month of the same month in which Your Music Usage commenced as declared by You under the Agreement. For example, if you state that your music usage commenced at any time in May, the Commencement Date will be 1 May;

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 the Copyright Agency Limited, the collecting society for authors, journalists, photographers, visual artists and publishers and is the non-exclusive licensee of certain rights in the Copyright Agency Works;

Copyright Agency Rights means the Right to Reproduce Copyright Agency Work;

Copyright Agency Works means words and text from books, poems, plays and other literary works whose rights are owned or controlled by Copyright Agency in Australia;

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;

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;

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

Licensed Music means Licensed Works and Licensed Sound Recordings;

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

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

Licensed Works means APRA Works and AMCOS Works;

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;

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

PPCA Rights means a licence from PPCA for 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 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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