

This is an agreement to enable certain uses of music in OneMusic Australia's repertoire at Government Operated Locations, such as government operated retail or service locations, workplaces and any reception or front-of-office areas, as well as government operated zoos, museums, aquariums, stadiums, sporting arenas, performance spaces, theatres, concert venues, exhibition spaces and non-council libraries.

This Agreement comprises notification by the Government Body of its intention to use music in OneMusic Australia's repertoire as contemplated under section 183 of the Act (**Notified Uses**) and the agreed remuneration for those Notified Uses, and, to the extent required, a licence to Perform in Public, Communicate and/or Reproduce music in OneMusic Australia's repertoire for the Approved Usage as declared below.

This Agreement consists of **Part A** (Your Information), **Part B** (Music Use Categories and Fees), **Part C** (Declaration Form - Your Approved Usage and/or Notified Uses) and **Part D** (Terms and Conditions).

Step 1: Read and complete Part A.

Step 2: Read Part B and Part D.

Step 3: Complete Part C and sign the Declaration Form.

Step 4: Email the Agreement to government@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 this Agreement will be effective from the Commencement Date in accordance with clause 1 of Part C - Terms and Conditions.

PART A – Your Information

Legal Name of Contracting Entity
(**Government Body, You, Your**)

Your ABN

Your ACN

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

PART B – Music Use Categories and Fees

This Part B sets out the Fees payable for the Approved Usage and/or Notified Uses for each Government Operated Location covered by this Agreement.



All figures are quoted inclusive of GST.

1. Workplace Music

Workplace Music (including Music Videos) \$2.21 per year for each FTE Employee
Subject to a Minimum Annual Fee of \$243.24
Includes:
 Any number of devices for Workplace Music
 Digital Copy/Delivery for the purposes of playing Workplace Music
If applicable, Partial Rights Deduction minus 48.25% of total amount


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.

2. Background Music

Gold*	Area Size (m²)	1 September 2023 – 31 August 2024
 unrestricted number of devices playing music from: <ul style="list-style-type: none"> a. an online stream or a music download via a personal digital music service or other online source; b. a “commercial background music supplier”; c. a commercial recorded music format, such as CD or vinyl record; d. an internet TV/radio; and/or e. a terrestrial or digital broadcast through TV and/or radio.  Digital Copy /Delivery Area Size does not include include any associated car parking area where music is audible. Please see set fee for car parking below.	0 - 50	\$602.78
	51 - 150	\$699.66
	151 - 500	\$834.21
	501 – 1,000	\$1,237.86
	1,001 – 2,000	\$1,506.96
	2,001 – 5,000	\$2,314.26
	5,001 – 7,500	\$2,852.46
	7,501 – 10,000	\$3,121.56
	10,001 – 15,000	\$3,659.75
	15,001 – 20,000	\$4,197.96
	20,001 plus	\$5,812.56

*If applicable, Partial Rights Deduction minus 48.25% of total relevant amount for Gold package.


Rates include 10% GST. The GST-exclusive component of the rates for the Gold package will be **increased by CPI** each Licence Year commencing on or after 1 September of 2024 in accordance with clause 4.3 of the Terms and Conditions.

Silver*	
	unrestricted number of devices playing music from: <ol style="list-style-type: none"> a “commercial background music supplier”; a commercial recorded music format, such as CD or vinyl record; an internet TV service; and/or a terrestrial or digital broadcast through TV and/or radio.
Area Size does not include any associated car parking area where music is audible. Please see set fee for car parking below.	

Area Size (m ²)	1 September 2023 – 31 August 2024
0 - 50	\$172.22
51 - 150	\$269.09
151 - 500	\$403.65
501 – 1,000	\$807.30
1,001 – 2,000	\$1,076.40
2,001 – 5,000	\$1,883.70
5,001 – 7,500	\$2,421.89
7,501 – 10,000	\$2,691
10,001 – 15,000	\$3,229.19
15,001 – 20,000	\$3,767.40
20,001 plus	\$5,381.99

*If applicable, Partial Rights Deduction minus 48.25% of total relevant amount for Silver package.





Rates include 10% GST. The GST-exclusive component of the rates for the Silver package will be **increased by CPI** each Licence Year commencing on or after 1 September of 2024 in accordance with clause 4.3 of the Terms and Conditions.

Bronze	
	Unrestricted number of devices playing music only from a terrestrial or digital broadcast through TV and/or radio.
Area Size does not include any associated car parking where music is audible. Please see set fee for car parking below	

Area Size (m ²)	1 September 2023 – 31 August 2024
1 - 50	\$161.45
51 - 150	\$220.66
151 - 500	\$269.09
501 – 1,000	\$538.20
1,001 – 2,000	\$699.66
2,001 – 5,000	\$1,022.58
5,001 plus	\$1,345.49

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.

Add ons

	Area Size (m ²)	1 September 2023 – 31 August 2024	Partial Rights Deduction
 Car Parks	N/A	\$552.81 per year	N/A
 Featured Music**	1 – 2,000	\$13.26 per day	If applicable, Partial Rights Deduction minus 48.25% of total amount
	2,001 plus	\$26.53 per day	
 Exhibiting Music Videos	1 – 2,000	\$375.91 per year	N/A
	2,001 plus	\$751.83 per year	
 Website Use	N/A	\$608.10 per year	N/A

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.

**Does not include performances where there is an Entry Fee or where Gross Expenditure on Live Artist Performers for that performance is greater than \$6,000, or held by a national event promoter (these are licensed separately, including directly by the national event promoter). Please find list of national event promoters here: onemusic.com.au/nepl




3. Telephone on Hold

Caller Capacity lines	Telephone on Hold (Communication only)		Telephone on Hold (Communication and Reproduction)		Partial Rights Deduction
	Single Government Operated Location	Multiple Government Operated Locations	Single Government Operated Location	Multiple Government Operated Locations	
1 - 2	\$265.35	\$353.80	\$331.69	\$442.25	If applicable, Partial Rights Deduction minus 48.25% of total amount
3 - 5	\$348.27	\$508.59	\$431.19	\$635.74	
6 - 10	\$519.64	\$785	\$652.32	\$984.01	
11 - 25	\$862.39	\$1,304.65	\$1,077.99	\$1,630.81	
26 - 50	\$1,636.34	\$2,587.19	\$2,045.42	\$3,228.46	
51 - 100	\$2,598.24	\$4,577.33	\$3,356.71	\$5,495.01	
101 - 200	\$5,196.49	\$9,508.47	\$6,235.79	\$11,410.17	
201 - 300	\$8,845.09	\$16,584.55	\$10,614.11	\$19,901.46	
301 - 400	\$11,410.17	\$22,112.74	\$13,687.78	\$26,535.29	
401 plus*	\$19.90 per additional line	\$33.16 per additional line	\$24.32 per additional line	\$39.80 per additional line	

*Licence Fees are capped at \$88,450.97 (including GST) per client (irrespective of the number of Government Operated 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.

4. Background Music for Dining

Dining Package A	Dining Package B	Dining Package C
 Unrestricted number of devices playing music from: <ol style="list-style-type: none"> an online stream or a music download via a personal digital music service or other online source; a “commercial background music supplier”; a commercial recorded music format, such as CD or vinyl record; an internet TV/radio or VOD service; and/or a terrestrial or digital broadcast through TV and/or radio. 	 Unrestricted number of devices playing music from: <ol style="list-style-type: none"> a “commercial background music supplier”; a commercial recorded music format, such as CD or vinyl record; an internet TV/radio service; and/or a terrestrial or digital broadcast through TV and/or radio. 	 Unrestricted number of devices playing music only from a terrestrial or digital broadcast through TV and/or radio.

Period	Dining Area Capacity	Packages*			Partial Rights Deduction
		A	B	C	
1 September 2023 - 31 August 2024	7 - 15	\$904.80	\$390	\$234	If applicable, Partial Rights Deduction minus up to 48.25% of total relevant amount
	16 - 30	\$1,227.20	\$712.40	\$296.40	
	31 - 50	\$1,747.20	\$1,227.20	\$509.59	
	51 - 100	\$1,804.40	\$1,289.60	\$535.60	
	101+	\$1,872	\$1,357.20	\$561.60	

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 after 31 August 2024 in accordance with clause 4.3 of the Terms and Conditions.

* In cases where a Government Operated Location is open fewer than 150 days a year, a 50% discount will be applied on the relevant Background Music Package Rate for the Dining Area.

Part B – Definitions

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.

Area Size means the total size of the relevant area of the Government Operated Location where music in OneMusic Australia's repertoire is audible. Car Park areas where music in OneMusic Australia's repertoire is audible should not be included in the measurement of Area Size, but declared separately under the Car Park tariff. Dining Areas where music in OneMusic Australia's repertoire is different to that audible in any other part of the Government Operated Location should not be included in the measurement of Area Size but declared separately under the relevant Background Music for Dining package.

Background Music for Dining means any OneMusic Australia Music (recorded or otherwise) used in Dining Areas, including Music Videos, at the Government Operated Location, which is primarily intended to be passively listened to and not to be the main focus and is not Featured Music.

Background Music means any OneMusic Australia Music (recorded or otherwise) used at the Government Operated Location, including Music Videos contained in television programmes and films, that is not given prominence or used as a feature of that location or any part of that Government Operated Location. It does not include OneMusic Australia Music used in performance spaces or sporting areas of the Government Operated Location where that use requires licences under other OneMusic Australia music licences.

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.

Car Park means any car parking facilities associated with the Government Operated Location where Background Music is audible.

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

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

Digital Copy/Delivery means to Reproduce any PCCA Sound Recordings and/or 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).

Dining Area means the specific area within a multi-function establishment:

- a. that is open to the public; and
- b. where the primary function is either:
 - i. the sale of food, with or without beverages; or
 - ii. the sale of hot beverages (e.g. tea, coffee) alone or in conjunction with the sale of food and which is not licensed for the consumption of alcohol; and

- c. that has a designated seating area of at least seven seats available for patrons of that business or establishment to consume the food/hot beverages on the premises; and
- d. the music played in the Dining Area is different to that audible in any other part of the Government Operated Location,

but excluding any area where the provision of food and/or beverages does not include full or part table service.

Dining Area Capacity means the capacity of a Dining Area.

Dining Package A means the Background Music for Dining Package that allows for

- a. unrestricted number of devices playing music at the Government Operated Location from:
 - i. an online stream or a music download via a personal digital music service or other online source;
 - ii. a commercial background music supplier;
 - iii. a commercial recorded music format, such as CD or vinyl record;
 - iv. an internet TV/radio or VOD service; and/or
 - v. a terrestrial or digital broadcast through TV Screens and/or radios; and
- b. Digital Copy/Delivery.

Dining Package B means the Background Music for Dining package that allows for unrestricted number of devices playing music at the Government Operated Location from:

- a. a "commercial background music supplier";
- b. a commercial recorded music format, such as CD or vinyl record;
- c. an internet TV/radio service; and/or
- d. a terrestrial or digital broadcast through TV Screens and/or radios.

Dining Package C means the Background Music for Dining package that allows for unrestricted number of devices playing music in any Dining Area only from a terrestrial or digital broadcast through TV Screens and/or radios.

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 has the meaning set out in the Terms and Conditions.

Featured Music means music (recorded or otherwise) used at the Government Operated Location that is given prominence as a feature of that location or any part of that location, but does not include performances where there is an Entry Fee or where the Gross Expenditure on Live Artist Performers for that performance is greater than \$6,000. Featured Music includes:

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

FTE Employee means full time employees or full time equivalents of the Government Body as at the Commencement Date or relevant anniversary of that date.

Government Operated Location means each location that is operated by the Government Body and intended to be covered under this Agreement (including workplaces and any reception or front-of-office areas, retail or service locations and other areas such as zoos, museums, aquariums, stadiums, sporting arenas, performance spaces, theatres, concert venues, exhibition spaces and non-council libraries), as declared by You in the declaration form below or in any other format as agreed between the parties.

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 (excluding GST), whether receivable by the Live Artist Performer or any agent, manager, assistant or associate of the Live Artist Performer.

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

Licensed Rights has the same meaning 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.

Live Music Performance means music that is performed by a Live Artist Performer.

Music Use Category means the different categories of music covered under this Agreement as set out and defined in this Part B to this Agreement.

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

Notified Uses has the meaning set out in the Terms and Conditions.

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

- a. no PPCA Sound Recordings are used;
- b. 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 alternate licence in place in respect of that particular use of PPCA 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 rates will be deducted by the relevant percentage amounts shown.

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

PPCA Sound Recordings has the same meaning set out in the Terms and Conditions.

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

State has the meaning as 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).

Website Use means a Background Stream of music on Your website provided that the stream complies with clause 1.3 of the Terms and Conditions.

Workplace Music means to:

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

Part C - Your Approved Usage and/or Notified Uses

Declaration Form

The information you provide will constitute, as relevant, Your Approved Usage and/or Notified Uses of OneMusic Australia Music and Music Videos under this Agreement.

Government Operated Location name: _____ (Government Operated Location)

You will need to declare Your relevant music use in the spaces below and sign a Declaration Form for each separate Government Operated Location to be covered under this Agreement. If You have multiple Government Operated Locations, You can complete the information below in the spreadsheet document for each location - available on the OneMusic Australia website onemusic.com.au/media/Multi-Location/OneMusic_Australia_State_and_Federal_Government.xlsx. Or you may print a separate copy of this Declaration Form for each Government Operated Location to be covered.

1. Workplace Music

If you are using Workplace Music, please declare the number of FTE Employees at the Government Body as at the Commencement Date or the relevant anniversary of that date in the table below.

Number of FTE Employees

Eligible for Partial Rights Deduction for Workplace Music use?

- Yes, please deduct my Licence Fees for Workplace Music by the Partial Rights Deduction as the Government Body does not require a licence from OneMusic Australia (on behalf of PPCA) for the use of **PPCA Sound Recordings** for Workplace Music at the Location.
- Yes, please deduct my Licence Fees for Workplace Music by the Partial Rights Deduction as the Government Body does not require a licence from OneMusic Australia (on behalf of APRA AMCOS) for the use of **APRA Works and AMCOS Works** for Workplace Music at the Location.

Please note some state and territory government departments may be covered for the use of APRA Works and AMCOS Works as Workplace Music via a centrally administered whole-of-government agreement with APRA AMCOS. If so, you may only need to include PPCA Sound Recordings in your Approved Usage/Notified Uses Workplace Music. Please contact us to discuss whether this applies to your Government Body.

2. Background Music

Declare the size in square metres of the area where Background Music is audible at your Government Operated Location in the table below.

Music use category (tick box)	Area Size (m ²)
<input type="radio"/> Gold	
<input type="radio"/> Silver	
<input type="radio"/> Bronze	

Eligible for Partial Rights Deduction for Background Music at this Government Operated Location?

- Yes, please deduct the Fees applicable to Background Music by the Partial Rights Deduction as the Government Body does not intend to use **PPCA Sound Recordings** for Background Music under either the Gold or Silver package at the Government Operated Location
- Yes, please deduct the Fees applicable to Background Music by the Partial Rights Deduction as the Government Body does not intend to use **APRA Works and AMCOS Works** for Background Music at the Government Operated Location.

PLUS select any additional options below:

- Car Parks
- Website Use
- Exhibiting Music Videos
- Featured Music (please complete section 3 below)

3. Featured Music

If you are using Featured Music, please declare the size in square metres of the area at the Government Operated Location where the Featured Music performances are being held and the annual number of days of operation.

Area Size (m ²)	Annual number of days of operation

Eligible for Partial Rights Deduction for Featured Music?

- Yes, please deduct my Fees applicable to Featured Music by the Partial Rights Deduction as the Government Body does not intend to use **PPCA Sound Recordings** for Featured Music at the Government Operated Location.

4. Telephone on Hold

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

		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)	

Is Telephone Music on Hold used in more than one Government Operated Location? Yes No

Eligible for Partial Rights Deduction for Telephone on Hold?

- Yes, , please discount the Fees applicable to Telephone on Hold by the Partial Rights Discount as **PPCA Sound Recordings** are not used for Telephone On Hold in the Government Operated Location.
- Yes, please discount the Fees applicable to Telephone on Hold the Partial Rights Discount as **APRA Works and AMCOS Works** are not used for Telephone On Hold in the Government Operated Location.

5. Background Music for Dining

Please select the required package for Background Music for Dining at the Government Operated Location and also declare the Dining Area Capacity for that Dining Area at the Government Operated Location:

Package (tick box)		Dining Area Capacity (seating)
<input type="radio"/>	A	
<input type="radio"/>	B	
<input type="radio"/>	C	

Is the Government Operated Location open for fewer than 150 days per year?

- Yes please discount the Fees applicable to Background Music for Dining by 50% as the Government Operated Location is open fewer than 150 days per year.

Eligible for Partial Rights Deduction for Background Music for Dining?

- Yes, please deduct the Fees applicable to Background Music for Dining by the Partial Rights Deduction as the Government Body does not intend to use **PPCA Sound Recordings** for Background Music for Dining under the Dining Package A and Dining Package B packages in the Dining Area.
- Yes, please deduct the Fees applicable to Background Music for Dining by the Partial Rights Deduction as the Government Body does not intend to use **APRA Works and AMCOS Works** for Background Music for Dining in the Dining Area.

I confirm 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 the Government Body may be subject to audits 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: _____

Name of authorised person
(print) _____

Office held _____

Date _____

PART D - Terms and Conditions

1. Scope of Agreement

- 1.1 This Agreement comprises the terms of the agreement between the Government Body and OneMusic Australia (**We, Us, Our**) in respect of the Notified Uses for the services of the Commonwealth or State as contemplated under section 183(5) of the Act in Australia (**Remuneration Terms**).
- 1.2 Notwithstanding the Remuneration Terms, We also grant You on and from the Commencement Date, and to the extent necessary, the Licensed Rights for the Approved Usage in Australia for the Term subject to these Terms and Conditions (**Licence**).
- 1.3 The Agreement will be effective as at the Commencement Date, provided that the first payment of Fees (including an instalment) due under this Agreement is received by Us in accordance with clause 5.

2. Restrictions and Limitations

- 2.1 Unless otherwise agreed, neither the Approved Usage nor Notified Uses include:
- any right or music use not declared as a Licensed Right or Notified Use under this Agreement;
 - the right to use, or remuneration in respect 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;
 - 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 PPCA Sound Recordings; or
 - the use of PPCA Sound Recordings in any manner that could reasonably be regarded as suggesting an approval, affiliation or endorsement by an artist or group of the Government Body or any political party, political cause or goods and/or services.
- 2.2 The use of OneMusic Australia Music under this Agreement as a Background Stream is limited to a Background Stream that:
- 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;
 - 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; and
 - 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. Fees

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

5. Payment

- 5.1 We will issue a tax invoice for the relevant Fees within 30 days of the date You sign and return this Agreement to Us.
- 5.2 If Your Fees are more than \$500, We will invoice you quarterly in 4 instalments, unless you elect otherwise.
- 5.3 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 that your uses of OneMusic Australia Music are not covered under this Agreement.
- 6.2 We may, throughout the Term, require You to complete a re-assessment form or statement declaring any changes to the Approved Usage and/or Notified Uses. 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 and/or Notified Uses for the following Licence Year.
- 6.4 We may by written notice to You update Your Fees, based on the revised information arising as a result of clauses 6.1 to 6.3 above.
- 6.5 In the event of any increase in 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 Agreement were understated by more than 10%; or
 - 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 Agreement at any time (other than the grant of rights under clause 1 of the Terms and Conditions, and any rates and/or 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 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 Fees under this Agreement are 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 FLRBFOMBV) plus 0.5 percentage points, calculated on daily rests from the due date to the date of payment;

Agreement means these terms and conditions and any and all schedules, attachments and/or annexures, and any statements, reports or schedules provided under this Agreement;

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 in the Declaration Form in Part D of this Agreement or as otherwise agreed by the parties;

APRA AMCOS means Australasian Performing Right Association Limited (ABN 42 000 016 099) and Australasian Mechanical Copyright Owners Society Limited (ABN 78 001 678 851);

APRA AMCOS Rights means (as relevant) the right:

- a. from APRA for You to Perform In Public and Communicate APRA Works;
- b. from AMCOS for You to Reproduce AMCOS Works; and/or
- c. from AMCOS for You to Perform In Public and 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 Approved Usage or Notified Uses commenced, as declared by You under the Agreement;

Commonwealth has that same meaning as in the Act;

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:

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

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

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

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

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

Licensed Rights means, as relevant to any particular Approved Usage, APRA AMCOS Rights and/or PCCA 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;

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 PCCA Licensor;

Notified Uses means the uses of music as notified to Us by You as contemplated under section 183 of the Act for the purposes of this Agreement, as declared in the Declaration Form in Part D of this Agreement or as otherwise agreed by the parties;

OneMusic Australia means APRA AMCOS trading as OneMusic Australia as authorised by PCCA;

OneMusic Australia Music means OneMusic Australia Works and OneMusic Australia Sound Recordings;

OneMusic Australia Sound Recordings means AMCOS Sound Recordings and PCCA Sound Recordings;

OneMusic Australia Works means APRA Works and AMCOS Works;

Perform in Public means to perform OneMusic Australia Works in public and to cause to be heard PCCA Sound Recordings in public;

PPCA means Phonographic Performance Company of Australia Limited (ABN 43 000 680 704);

PPCA Label means those labels owned or controlled by a PCCA Licensor listed on the PCCA website ppca.com.au/labels/list-of-current-licensors/, as amended;

PPCA Licensor means those licensors listed on the PCCA website ppca.com.au/labels/list-of-current-licensors/, as amended;

PPCA Rights means the right to:

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

PPCA Protected Sound Recordings means a PCCA 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 PCCA Licensor, and which has been released on a PCCA 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 OneMusic Australia Works and make copies of AMCOS Sound Recordings and PCCA Sound Recordings;

Sound Recording has the same meaning as in the Act;

State 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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