

DANCE SCHOOLS TEMPORARY LIVE STREAMING LICENCE

Due to the extraordinary circumstances brought about by COVID-19, OneMusic Australia has arranged to offer this interim licence to cover the live streaming of OneMusic Australia's Music during Dance Classes.

This licence is only for customers who hold a current OneMusic Australia *Dance and Performance Instructors and Dance Schools* licence and is limited to the period 1 November 2020 to 28 February 2021 and subject to the terms and conditions which are set out below.

If you have any questions about whether your planned music use can fall within this licence, please contact us on 1300 162 162 or by emailing signup@onemusic.com.au

This agreement consists of **Part A** (Your information), **Part B** (Licence Fee and Definitions) and **Part C** (Terms and Conditions).

Step 1: Read and complete Part A.

Step 2: Read Part B and Part C.

Step 3: Sign the Agreement on Page 1 below 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 this Agreement will be effective for the period 1 November 2020 – 28 February 2021, in accordance with clause 1 of Part C- Terms and Conditions.

PART A – Your Information

Legal Name of Business or Organisation
(Your Business/You) _____

Trading Name of Your Business _____

Your OneMusic Australia Account Number _____

Contact person _____

salutation / first name / last name _____

Contact person job title _____

Contact person email address _____

Contact person phone number _____

Authorising person _____

salutation/first name/last name _____

Authorising person job title _____

PART B – Licence Fees and Declaration

1. Licence Fee

Live Streaming for Dance		
Live Streaming for Dance means the delivery by You of OneMusic Australia's Music by means of live, real-time audio-visual Streams of Dance Classes on an Authorised Platform and in circumstances where the Streams are accessible only to Your Students and do not contain any Third Party Advertising.		
Term	Number of Dance Classes Live Streamed per week (on average, across all Locations)	Licence Fee (GST inclusive)
1 November 2020 – 28 February 2021	1-40*	\$178.15

*If you wish to live stream more than 40 Dance Classes per week, this licence will not apply. Please email medialicensing@apra.com.au to discuss.

2. Declaration

I declare that the information I have given on this and any supplementary pages is correct and complete to the best of my knowledge and belief. I understand that I may be subject to audits on my business to verify this stated music use and payment of arrears may need to be recovered should discrepancies arise.

Signature of authorised person: _____

PART C - Terms and Conditions

1. Grant of Licence

- 1.1 Subject to these Terms and Conditions, OneMusic Australia (**We, Us, Our**) grant You the Licensed Rights for the Approved Usage in Australia for the Term (**Supplementary Licence**).
- 1.2 The Supplementary Licence above will be effective as at the Commencement Date, provided that the Licence Fee due under this Agreement is received by Us in accordance with clause 5.

2. Restrictions and Limitations

- 2.1 The Supplementary Licence does not cover:
- any right or music use other than the 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;
 - 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;
 - 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 any business, organisation or goods/services;
 - the right to perform in public any APRA Works or PPCA Sound Recordings; or
 - the right to Communicate any APRA Work or PPCA Sound Recording in the form of any:
 - on demand, saved or archived Stream of any live Stream delivered as Live Streaming for Dance under this Agreement; or
 - Download (excluding any temporary copies or caches that are required to deliver the Streams permitted under this Supplementary Licence).
- 2.2 The grant of rights in clause 1 of this Agreement is conditional on You holding current OneMusic Australia Dance Licence for the duration of this Supplementary Licence.
- 2.3 Nothing in this Agreement constitutes a consent by the authors of Works or performers of Sound Recordings in relation to any act contrary to their moral rights.

3. Term

This Agreement commences on the 1 November 2020 and continues until 28 February 2021 (Term).

4. Licence Fee

- 4.1 You must pay Us the Licence Fee for the Term, irrespective of the date on which you commenced using OneMusic Australia's Music under this Supplementary Licence.
- 4.2 The Licence Fee is non-refundable.
- 4.3 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.
- 4.4 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 Licence Fee within 30 days of the date You sign and return this Agreement to Us.
- 5.2 The Licence Fee is payable to Us within 30 days from the date of the invoice.
- 5.3 We may charge You interest at the Agreed Rate on any amount that remains unpaid after the due date of the invoice.
- 5.4 You may pay any invoice issued by Us using credit or debit cards (Visa, MasterCard but excluding Diners and American Express), by direct bank transfer or by cheque.
- 5.5 We may pass on to You any credit card fees and other electronic transaction charges and will inform you of this at the time of payment.
- 5.6 If You fail to pay any outstanding invoice after We provide notice to You, and We take steps to recover those amounts, any expenses or legal costs We incur in doing so will be recoverable from You by Us as a debt.

6. Supply of Information and Records

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.

7. 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.

8. Notices

- 8.1 Any notice or other communication to or by a party under this Agreement must be in writing addressed to the other party.
- 8.2 All notices to Us must be sent to:
- OneMusic Australia
16 Mountain St
Ultimo, NSW, 2007
hello@onemusic.com.au.
- 8.3 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.

9. Confidentiality

- 9.1 Subject to clause 9.2, 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.
- 9.2 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.

10. Privacy Notice

Some of the information You are providing may be personal information under the Privacy Act 1988. Information collected is only for the business purposes of OneMusic 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.

11. Miscellaneous

- 11.1 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.
- 11.2 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.
- 11.3 This Agreement may only be varied by the written agreement of the parties.
- 11.4 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.
- 11.5 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.

12. Definitions

In this Agreement:

Act means the *Copyright Act 1968*;

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

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

Approved Usage means the use of the Licensed Rights by way of Live Streaming for Dance in accordance with the Terms and Conditions of this Supplementary Licence;

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

Authorised Platform means:

- a website owned or controlled by You which requires Your Students to enter a secure password to gain access or is otherwise only accessible via personal invitation to Students; and/or
- an online video conferencing platform (such as Zoom or Skype) or any other similar video conferencing service whereby Students are granted access to Streams by way of direct invitation to each Stream;

Communicate has the same meaning as in the Act;

Download means a copy of a Film in the form of an electronic file in which sounds are embodied;

Dance Classes means dance classes, lessons and rehearsals for which You are licensed for the use of OneMusic Australia's Music as 'Music in Dance Classes' as defined in Your OneMusic Australia Dance Licence;

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;

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 Rights means a licence from:

- a. APRA for You to Communicate APRA Works;
- b. AMCOS for You to Communicate AMCOS Sound Recordings; and/or
- c. PPCA for You to Communicate PPCA Sound Recordings,

for the purpose of delivering Streams of Dance Classes in accordance with the Terms and Conditions of this Agreement;

Live Streaming for Dance means the delivery by You of OneMusic Australia's Music by means of live, real-time audio-visual Streams of Dance Classes on an Authorised Platform and in circumstances where the Streams are accessible only to Your Students and do not contain any Third Party Advertising;

Location means each Dance and Performance School Location as declared by You in accordance with your OneMusic Australia Dance Licence. 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 Live Streaming for Dance tariff.

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;

OneMusic Australia Dance Licence means the OneMusic Australia Dance and Performance Instructors and Dance Schools licence held by You during the Term of Your Supplementary Licence;

OneMusic Australia's Music means:

- a. AMCOS Works;
- b. APRA Works;
- c. PPCA Sound Recordings;
- d. Production Music Sound Recordings; and/or
- e. Production Music Works;

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

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

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

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 Work means any AMCOS Work for which AMCOS is also granted the right to license the reproduction of the Sound Recording of that work;

Sound Recording has the same meaning as in the Act;

Stream means the Communication to the public of audio-visual content by means of the internet to a device under circumstances in which the user is prohibited from making a copy (other than a temporary copy) of the audio visual material;

Students means registered students or members of Your Dance and Performance School and who are granted access to the Authorised Platform for the purpose of receiving Streams of Dance Classes;

Third Party Advertising 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 other than the services offered by Your Business; 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.