MUSIC LICENCE
ADULT ENTERTAINMENT MUSIC

OneMusic ONE LICENCE

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 _____

Trust Name (if applicable) _____

Website _____

Postal Address _____
ADDRESS

_____ STATE _____ POSTCODE _____

Street Address (if different from Postal Address) _____
ADDRESS

_____ STATE _____ POSTCODE _____

Telephone _____

Contact person salutation / first name / last name _____

Contact person job title _____

Contact person email address _____

Contact person phone number _____

If different from contact person:

Invoice recipient salutation/first name/last name _____

Invoice recipient job title _____

Invoice recipient email address _____

Invoice recipient mobile phone number _____

Authorising person salutation/first name/last name _____

Authorising person job title _____

Date on which music usage commenced (**Commencement Date**) _____

If Your Business operates through a Trust then Your 'Legal Name of Business or Organisation' must be the name of the Trustee for that Trust. If You require Your invoice to be made out to the Trust, please supply Your Trust Name.

For annual licence fees over $500.00, OneMusic Australia will **automatically invoice every quarter** in four instalments. 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. 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

PART B – Licence Fees and Your music use

Adult Entertainment Venues

This is an agreement for a licence to Perform in Public, Communicate and/or Reproduce the Licensed Music and/or Exhibit Music Videos for the Approved Usage as selected by You below. The Adult Entertainment Venues licence does not cover the use of music at Location, or a designated part of the Location, when used as a nightclub (i.e. where recorded music is provided for patrons to dance).

All figures are quoted inclusive of GST. For more information about the Live Adult Entertainment Venues licence please read our Information Guide at onemusic.com.au/licences/adult-entertainment/ 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 (Rates include 10% GST. The GST-exclusive component of the rates set out in the table above will be increased by CPI on 1 July of each Licence Year in accordance with clause 4.3 of the Terms and Conditions):

1. Performance Music

Performance Music	Rates	
	From 1 July 2022 to 30 June 2023	From 1 July 2023 to 30 June 2024
Music in OneMusic Australia's repertoire used for the purpose of live adult entertainment performances at the Location (whether live or recorded), such as striptease shows, exotic or erotic dancing, burlesque shows, cabaret shows and other similar performances	**$0.325** per person admitted to the Location	**$0.34** per person admitted to the Location
	Partial Rights Deduction minus 48.25% on the applicable licence fees for Performance Music where none of the covered uses require a licence from OneMusic Australia for PPCA Sound Recordings (on behalf of PPCA) or APRA Works and AMCOS Works (on behalf of APRA AMCOS).	

2. Background Music

Sapphire
$3,703.88
10+ TV Screens
Any number of Radios
Any number of Music Systems and Music Video Screens
Telephone on Hold (up to two Caller Capacity Lines)
Digital Copy/ Delivery Plus **$442.25**
Website Use Plus **$608.10**

Diamond
$2,321.84
7-9 TV Screens
Any number of Radios
Any number of Music Systems and Music Video Screens
Telephone on Hold (up to two Caller Capacity Lines)
Digital Copy/ Delivery Plus **$442.25**
Website Use Plus **$608.10**

Platinum
$1,326.76
2-6 TV Screens
Any number of Radios
Any number of Music Systems and Music Video Screens
Telephone on Hold (up to two Caller Capacity Lines)
Digital Copy/ Delivery Plus **$442.25**
Website Use Plus **$608.10**

Gold
$580.46
Single TV Screen
Any number of Radios
Single Music System
Telephone on Hold (up to two Caller Capacity Lines)
Digital Copy/ Delivery Plus **$442.25**
Website Use Plus **$608.10**

Silver
$221.13
Single TV Screen
Any number of Radios
Telephone on Hold (up to two Caller Capacity Lines)
Website Use Plus **$608.10**

Bronze
$143.73
Single TV Screen
Single Radio
Telephone on Hold (up to two Caller Capacity Lines)
Website Use Plus **$608.10**

All rates above include 10% GST.

The GST-exclusive component of the rates for Background Music as set out in the table above will be **increased by CPI** on 1 July of each Licence Year in accordance with clause 4.3 of the Terms and Conditions.

If you're playing a radio service through and app like TuneIn or the ABC Listen App or playing an internet-only radio station like Apple Beats 1, this requires "Music System" cover and you will therefore need one of the Gold, Platinum, Diamond or Sapphire packages depending on your other uses of music.

Definitions (Part B)

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

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

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

Background Music means any Licensed Music (recorded or otherwise) used at the Location, including music contained in television programmes and films, that is not given prominence or used as a feature of that Location or any part of that Location.

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 as set out in the Terms and Conditions.

Digital Copy/Delivery means to Reproduce up to 2,000 tracks containing PPCA 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 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).

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

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

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

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

Location means each of Your Business' locations as declared in Your Music Use section below.

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

Music System means any device capable of playing music at the Location other than a TV Screen, radio or Music Video screen, and includes a music system from a "commercial background music supplier", audio jukeboxes and devices such as tablets, smartphones, computers and CD players.

Partial Rights Deduction means the deduction offered by OneMusic Australia on the rates where either PPCA Sound Recordings or APRA Works and AMCOS Works are not used at the Location. Where applicable, the rates for Performance Music will be discounted by the percentage amounts shown.

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

Performance Music means any Licensed Music (recorded or otherwise), including Music Videos, used at the Location, which is played for the purpose of live adult entertainment performances, such as striptease shows, exotic or erotic dancing, burlesque shows, cabaret shows, and other similar performances.

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

Reproduce 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).

TV Screens means screens that only show content received via services over the broadcast service bands or via cable or satellite delivery. A screen that does not deliver any content containing Sound Recordings, Music Videos or APRA Works is not included.

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

Please select the relevant categories for the use of our music in the Declaration Form below for each Location.

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

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

Declaration Form

Please 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.

Location name: _____ (**Location**)

1. Performance Music

Declare in the table below the estimated Attendance of Your Location for the first Licence Year.

Attendance (estimated)

Eligible for Partial Rights Deduction for Performance Music?

- ○ Yes, please deduct my Licence Fees for Performance Music by the relevant Partial Rights Deduction as **PPCA Sound Recordings** are not used for Performance Music at the Location
- ○ Yes, please deduct my Licence Fees for Performance Music by the relevant Partial Rights Deduction as **APRA Works and AMCOS Works** are not used for Performance Music at the Location.

2. Background Music

Declare in the table below the Music Use Category required for the use of Background Music at the Location.

- ○ Sapphire
- ○ Gold
- ○ Diamond
- ○ Silver
- ○ Platinum
- ○ Bronze

PLUS select any additional options below:

- ○ Digital Copy/Delivery for Background Music
- ○ Website Use

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

Signature of authorised person: _____

PART C - Terms and Conditions

1. Grant of licence

1.1 Subject to these Terms and Conditions, OneMusic Australia (**We, Us, Our**) grant You on and from the Commencement Date the Licensed Rights for the Approved Usage in Australia for the Term (**Licence**).

1.2 The Licence above will be effective as at the Commencement Date, provided that the first payment for Licence Fees (including an instalment) due under this Agreement is received by Us in accordance with clause 5.

2. Restrictions and Limitations

2.1 The Licence does not cover:

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; or

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 PPCA Sound Recordings; or

d. 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 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; and

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 July 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) or by direct bank transfer.

5.6 We may pass on to You any credit card fees and other electronic transaction charges and will inform You of this at the time of payment.

5.7 If You fail to pay any outstanding invoice after We provide notice to You, and We take steps to recover those amounts, any expenses or legal costs We incur in doing so will be recoverable from You by Us as a debt.

6. Supply of Information and Records

6.1 You must notify Us within 28 days of any change to the information previously supplied by You under the Agreement. Failure to do so may mean You are not appropriately licensed for Your uses of music.

6.2 We may, throughout the Term, require You to complete a re-assessment form or statement declaring any changes to the Approved Usage. This information must be completed and returned to Us within 28 days and we may require that information in the form of a statutory declaration.

6.3 On each Reporting Date during the Term You must declare in writing to Us:

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 Licence.

7.3 If the audit or examination establishes that the amounts payable under this agreement were understated by any amount, We will provide You with a copy of the auditor's or examiner's report and we may issue an invoice for the additional amount in accordance with clause 7.2(a) above.

8. Variation by Us

8.1 You acknowledge and agree that We may amend any or all of the terms and conditions of this Licence at any time (other than the grant of rights under clause 1 of the Terms and Conditions, and any Licence Fee rates and/or minimum fees specified under the Agreement), provided that:

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

14. Miscellaneous

14.1 No waiver by Us of any breach of any provision of this Agreement operates as a waiver of another breach of the same or of any other provision of this Agreement.

14.2 This Agreement is personal to You. You are not entitled to assign any of Your rights or novate Your obligations without Our prior written consent.

14.3 Subject to clause 8, this Agreement may only be varied by the written agreement of the parties.

14.4 The Licence Fee under this Agreement is net of all withholding or similar taxes. In the event You are required to pay any such taxes, those payments are to be made without liability to Us.

14.5 This Agreement must be construed in accordance with the laws in force in the State of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of New South Wales Courts.

15. Definitions

In this Agreement:
Act means the *Copyright Act 1968*;
Advertisement means an announcement designed to attract the attention of the public or any part of it to a product, service, person, organisation or line of conduct;
Agreed Rate means the interest rate for overdrafts as published by the Reserve Bank of Australia (as identified by the RBA's mnemonic FLRBFOMBV) plus 0.5 percentage points, calculated on daily rests from the due date to the date of payment;
Agreement means Part A, Part B, Part C and any and all schedules, attachments, and annexures, and all statements or declarations provided under clauses 6.1, 6.2 and 6.3 of these Terms and Conditions;
AMCOS Works means all Works the right of reproduction of which for the purposes of this agreement are controlled by AMCOS for Australia;
AMCOS Sound Recordings means a Sound Recording of a Production Music Work;
Approved Usage means the uses of music as declared by You under the Agreement;
APRA AMCOS Rights means (as relevant) a licence:
a. from APRA to Perform In Public and Communicate APRA Works; and
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;
Background Stream means a linear stream of music selected by You for the sole purpose of background on Your website, provided that the stream is compliant with clause 2.2 of these Terms and Conditions
Communicate has the same meaning as in the Act;
Commencement Date means the first day of the month in which Your Music Usage commenced as declared by You under the Agreement;
Consumer Price Index means the All Groups CPI, weighted average of eight capital cities index published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and **December Quarter** means quarter year ending 31 December;
Dramatic Context means:
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 PPCA Rights;
Licence Year means any 12 month period (or part thereof) commencing on the Commencement Date or the anniversary of the Commencement Date as the case may be;
Licensed Sound Recordings means PPCA Sound Recordings and AMCOS Sound Recordings;
Licensed Music means Licensed Works and Licensed Sound Recordings;
Licensed Works means APRA Works and AMCOS Works;
Music Video means a Film in any form including digital or other electronic machine-readable form:
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 PPCA Sound Recordings in public;
PPCA Label means those labels owned or controlled by a PPCA Licensor listed on the PPCA website http://www.ppca.com.au/labels/list-of-current-licensors/, as amended;
PPCA Licensor means those licensors listed on the PPCA website http://www.ppca.com.au/labels/list-of-current-licensors/, as amended;
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 Protected Sound Recordings means a PPCA Sound Recording for which the Act grants a public performance right, among other rights;
PPCA Sound Recordings means any Sound Recording in which the copyright is owned or controlled by a PPCA Licensor, and which has been released on a PPCA Label, in any form including digital or other electronic machine-readable form;
Production Music means any AMCOS Work for which AMCOS is also granted the right to license the reproduction of the Sound Recording of that work;
Reporting Date means 30 days prior to the end of the relevant Licence Year;
Reproduce means to reproduce Licensed Works and make copies of PPCA 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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