

Step 1: Complete Part A.

Step 2: Read Part B and Part C.

Step 3: At least 14 day before Your Film Screening fill out the Pre-Film Screening Declaration in Part B of the Agreement, scan and email to events@onemusic.com.au. Alternatively, you can mail to Locked Bag 5000, Strawberry Hills, NSW 2012 and keep a copy for Your own records.

Step 4: If Your Film Screening has an Entry Fee, 14 days after Your Film Screening complete a signed Post-Film Screening Information Statement in Part B of the Agreement, scan and email it to events@onemusic.com.au. Alternatively, you can 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

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.

PART B – Licence Fees, Reporting and Declaration Forms

Film Screenings Licence

This is an Agreement for a licence to Perform in Public the Licensed Music for the Approved Usage at film screenings, including film festivals. This licence is for one-off or casual film screenings and film festivals and does not apply to regular sessions at permanent cinemas, which are licensed separately under a OneMusic Australia Cinemas licence.

All figures are quoted inclusive of GST. For more information about the Film Screening licence please read our Information Guide at onemusic.com.au/licences/film-screenings 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, Reporting and Declaration Forms) and **Part C** (Terms and Conditions) and any schedules and declarations required under the Agreement.

1. Licence Fees

The rates applicable for the relevant Approved Uses (as declared by You below) are as follows:

APRA Works	0.462% of Gross Box Office Receipts subject to a minimum fee of \$72.08 (For Film Screenings with no Entry Fee, a minimum fee of \$72.08 applies)
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PLUS*

PPCA Sound Recordings	Between 1-7 screenings	\$173.03 per screen
	More than 7 screenings	\$346.15 per screen

Rates include 10% GST. The rates set out above are applicable to Film Screenings held during the period 1 July 2020 to 30 June 2021. After 30 June 2021, the GST-exclusive amount of the rates set out in the table above may be **increased by CPI** in accordance with clause 5.3 of the Terms and Conditions.

*If Your Film Screening only uses APRA Works or only uses PPCA Sound Recordings, only the rate for APRA Works or PPCA Sound Recordings (as relevant) will apply. You can declare if either APRA Works or PPCA Sound Recordings are not required for your Film Screening in the Pre – Film Screening Declaration Form.

2. Reporting

Before the Film Screening

You need declare the relevant information for Your Film Screening in the spaces below and sign the **Pre-Film Screening Declaration Form**. If Your Film Screening occurs over multiple Locations, please complete a multi-location spreadsheet http://onemusic.com.au/media/Multi-Location/OneMusic_Australia_FilmScreenings_ML_Template.xltm.

The information You provide will constitute Your **Approved Usage** of the Licensed Rights for the Film Screening.

After the Film Screening

For Film Screenings where an Entry Fee is payable, complete the **Post-Film Screening Information Statement** (including the **Gross Box Office Statement** and final reconciliation statements from all ticketing agents) within 14 days after Your Film Screening.

Update any details previously provided in the **Pre-Film Screening Declaration Form** to account for any changes (such as the number of screens or number of screenings on each screen).

On request, we may require you to provide us with a list which includes the names of all Films screened and the number of times each Film was screened (**Film Details Report**). See clause 7.3 below for details.

3. Declaration Forms

a. Pre-Film Screening Declaration

14 days before Your Film Screening, complete this **Pre-Film Screening Declaration**, scan and email it to events@onemusic.com.au or mail to (Locked Bag 5000, Strawberry Hills, NSW 2012) and keep a copy for Your own records.

Your Business	
Film Screening name:	
Date(s)	
Location*	

*If Your Film Screening occurs over multiple Locations, please complete a multi-location spreadsheet http://onemusic.com.au/media/Multi-Location/OneMusic_Australia_FilmScreenings_ML_Template.xltm.

Please declare below the relevant information for Your Film Screening:

(please tick where applicable)	Tick
My Film Screening does not charge an Entry Fee	<input type="radio"/>
My Film Screening does charge an Entry Fee	<input type="radio"/>
My Film Screening does not require a licence for PPCA Sound Recordings	<input type="radio"/>
My Film Screening does not require a licence for APRA Works	<input type="radio"/>

APRA Works	Gross Box Office Receipts
Estimate of Gross Box Office Receipts (If your Film Screening has no Entry Fee, please mark N/A for Estimated Gross Box Office Receipts)	

PPCA Sound Recordings	Number of Screens
Between 1-7 screenings	
More than 7 screenings	

I declare that the information I have given on this 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: _____

b. Post-Film Screening Information Statement

If Your Film Screening has an Entry Fee, then within 14 days after Your Film Screening complete this **Post-Film Screening Information Statement** below, scan and email it to events@onemusic.com.au or mail to (Locked Bag 5000, Strawberry Hills, NSW 2012) and keep a copy for Your own records.

Your Business	
Film Screening name:	
Date(s)	
Location	

Gross Box Office Statement		
Gross Box Office Receipts		\$
Deductions	Minus Third Party Booking Fees	\$
	Minus Credit Card Charges	\$
TOTAL		\$
I have attached the final reconciliation statements from ticketing agents		<input type="radio"/> Yes
Do the amounts reported by You include GST?		<input type="radio"/> Yes <input type="radio"/> No

I declare that the information I have given on this 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 the Licensed Rights for the Approved Usage for the Film Screening in Australia (**Licence**).
- 1.2 The Licence above will be effective from the first day of the Film Screening, provided that a valid Pre-Film Screening Declaration has been submitted and any Advance Payment made in accordance with clause 4 (if any).

2. Restrictions and Limitations

- 2.1 The Licence does not cover:
- the public reception of any performance beyond the precincts of the area in which the Film Screening is held;
 - any right or music use not declared as an Approved Usage under this Agreement;
 - the use of any:
 - Grand Right Work in its entirety, except by means of a theatrically released film;
 - choral work of more than 20 minutes duration in its entirety;
 - music and associated words so as to burlesque or parody the work; or
 - musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - musical work in a Dramatic Context, except by means of a theatrically released film;
 - music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - the use of any infringing copies of 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 Your business or goods/services.

3. Term

This Agreement commences on the Commencement Date and continues for the period of the Licence, unless terminated in accordance with clause 9 of these Terms and Conditions (**Term**).

4. Advance Payment

- 4.1 On execution of this Agreement by You or at any time prior to the opening date of the Film Screening We may notify You that We require You to pay an Advance Payment, if:
- We are reasonably concerned that Your credit history means that You may fail to pay the Licence Fee in accordance with this Agreement;
 - You have been repeatedly late in paying licence fees under any agreement with Us, whether or not You have remedied that breach; or
 - Your business is not registered in or has no obvious presence in Australia.
- 4.2 The Advance Payment will be calculated on the information provided by You in Your Pre-Film Screening Declaration.
- 4.3 If We notify You that an Advance Payment is payable and We require further information You must, within 7 days of that notice, provide Us, in a form reasonably required by Us.
- 4.4 On receipt of the information in clause 4.2 or clause 4.3 We will calculate the Advance Payment and issue You a tax invoice for the Advance Payment and You must pay that invoice within 14 days of the date of the invoice or 7 days prior to the opening date of the Film Screening, whichever is the earlier.
- 4.5 If, on receipt of the Post-Film Screening Information Statement, the amount of the Licence Fees payable in respect of the Film Screening ultimately exceeds the Advance Payment, We will issue You an invoice for the balance of the Licence Fees and You must pay Us the amount within 14 days of the date of the tax invoice.
- 4.6 If, on receipt of the Post-Film Screening Information Statement, the amount of the Licence Fee payable in respect of the Film Screening is less than the Advance Payment then We will credit You the amount within 30 days of receiving that information.

5. Licence Fee and GST

- 5.1 You must pay Us the Licence Fee for the Film Screening.
- 5.2 Rates include 10% GST.
- 5.3 We may increase the GST-exclusive component of any fees or rates after 30 June 2021 in accordance with the increase in the Consumer Price Index between the two previous December Quarters.
- 5.4 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.
- 5.5 Terms used in this clause 5 which are defined in the GST Act have the same meaning as in the GST Act.

6. Payment

- 6.1 Licence Fees are payable to Us within 30 days from the date of the invoice.
- 6.2 We may charge You interest at the Agreed Rate on any amount that remains unpaid after the due date of the invoice.
- 6.3 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.
- 6.4 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.

- 6.5 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.

7. Supply of Information and Records

- 7.1 You must, at least 14 days prior to the Film Screening provide us with the Pre-Film Screening Declaration.
- 7.2 You must, within 14 days of the Film Screening provide us with the Post-Film Screening Information Statement.
- 7.3 We may by written notice to You anytime within 14 days after the Film Screening request the following information (Film Details Report) in respect of the Film Screening:
 - Film(s) name(s); and
 - number of times the Film was screened at the Film Screening.
- 7.4 In the event of any increase in Licence Fees arising from this clause 7, we may issue an invoice for those amounts and You must pay the amount stated on the invoice within 30 days.
- 7.5 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.

8. Records and Audit or examination

- 8.1 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.
- 8.2 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:
 - the audit or examination establishes that the amounts payable under this Licence were understated by more than 10%; or
 - if You have failed to supply any information required to be provided under this Agreement.
- 8.3 If the audit or examination establishes that the amounts payable under this agreement were understated by any amount, We will provide You with a copy of the auditor's or examiner's report and we may issue an invoice for the additional amount and You must pay the amount stated on the invoice within 30 days.

9. Termination

We may immediately terminate this Agreement by notice, if You:

- fail to pay any sum when due under this Agreement within 30 days after the due date;
- breach any other term of this Agreement and fail to remedy the breach within 7 days after being requested in writing to do so by Us;
- go into liquidation, have a receiver or receiver and manager appointed to You or any part of Your assets, enter into a scheme of arrangement with creditors or suffer any other form of external administration; or
- being an individual, commit any act of bankruptcy or enter into a scheme of arrangement with creditors.

10. Dispute Resolution

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to the "Resolution Pathways" alternative dispute resolution mechanism. Information about the mechanism can be obtained from www.resolutionpathways.com.au

11. Notices

- 11.1 Any notice or other communication to or by a party under this Agreement must be in writing addressed to the other party.
- 11.2 All notices to Us must be sent to:
OneMusic Australia
16 Mountain St
Ultimo, NSW, 2007
hello@onemusic.com.au.
- 11.3 All notices to You will be sent to the postal address or email address You have supplied to Us, or to such other postal address or email address as notified by You to Us in writing.

12. Confidentiality

- 12.1 Subject to clause 12.2, We agree to treat as confidential, during and after the Term of this Agreement, all information provided by You that can properly be regarded as confidential and is not in the public domain.
- 12.2 Information You provide may be:
 - disclosed to Our licensing partners, auditors and other professional advisers; and
 - aggregated to provide industry statistics for publication or consultation.
- 12.3 You acknowledge that the music use information provided in the Event Information Sheet is critical to the calculation and distribution of Licence Fees for Licensed Music by Us and that We will distribute income in reliance on the information provided by You.

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/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 9, this Agreement may only be varied by the written agreement of the parties.
- 14.4 The Licence Fee under this Agreement is net of all withholding or similar taxes. In the event You are required to pay any such taxes, those payments are to be made without liability to Us.
- 14.5 This Agreement must be construed in accordance with the laws in force in the State of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of New South Wales Courts.

15. Definitions

In this Agreement:

Act means the *Copyright Act 1968*;

Advertisement means an announcement designed to attract the attention of the public or any part of it to a product, service, person, organisation or line of conduct;

Agreed Rate means the interest rate for overdrafts as published by the Reserve Bank of Australia (as identified by the RBA's mnemonic FILRSBV00) plus 2 percentage points, calculated on daily rests from the due date to the date of payment;

Agreement means Part A, Part B, Part C of this document and any and all schedules, attachments and/or annexures, and any statements or declarations provided pursuant to clauses 7 and 8 of these Terms and Conditions;

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 uses of music at Your Film Screening as declared by You in the Pre-Film Screening Declaration or as otherwise advised by You to OneMusic Australia;

APRA Rights means a licence from APRA to Perform in Public the APRA Works; **APRA Works** means all Works the rights of public performance of which is owned or controlled by APRA AMCOS for Australia;

Cinematograph Film has the same meaning as in the Act;

Communicate has the same meaning as in the Act;

Commencement Date means the first date of the first occurrence of the Film Screening reported by You in Part B of this 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;

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 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;

Film Details Report means a written report from You specifying the name of and number of times each Film was screened at Your Film Screening.

Film Screening means the screening of the Film(s) as reported by You in Part B of this Agreement, whether that be a single film screening or a film festival.

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

Gross Box Office Receipts means the total amount paid for admission to Your Film Screening(s) (including the value of all tickets sold or redeemed), excluding:

- a. Third Party Booking Fees;
- b. credit card charges; and
- c. Government taxes, duties and charges.

Gross Box Office Statement means a written statement from You detailing the Gross Box Office Receipts, including copies of all statements and other records received by You (including statements from ticketing and booking agents) sufficient to verify the Gross Box Office Receipts.

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, PPCA Rights and APRA AMCOS Rights;

Licensed Sound Recordings means PPCA Sound Recordings and AMCOS 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 trading as OneMusic Australia as authorised by AMCOS and PPCA;

Perform in Public means to perform Licensed Works in public and to cause to be heard Licensed Sound Recordings in public;

Post-Film Screening Information Statement means the written report to be provided by You within 14 days of the Film Screening, detailing the information as specified in Part B or otherwise agreed by Us.

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

PPCA Licensor means those licensors listed on the PPCA website 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 and Communicate in order to Perform in Public any PPCA Sound Recordings;
- b. Perform in Public PPCA Protected Sound Recordings; and
- c. 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;

Sound Recording has the same meaning as in the Act; and

Third Party Booking Fee means booking fees which are charged by:

- a. a third party unrelated to You; or
- b. a third party which, while related to the You, has set the booking fees in accordance with standard industry practice and collects them on an arm's length basis.

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.

OFFICE USE ONLY