

**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](mailto: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. If You would prefer to be invoiced annually in advance, regardless of the Licence Fee amount, please indicate below:

Please invoice annually in advance, regardless of the Licence Fee amount

We calculate your quarterly licence fee according to the relative number of days in each quarter (not by dividing your annual fee by four). This means that the invoice amount may vary slightly from quarter to quarter.

Australasian Performing Right Association Limited ABN 42 000 016 099 trading as **ONEMUSIC AUSTRALIA**  
16 Mountain Street, Ultimo NSW 2007 | Postal Address Locked Bag 5000, Strawberry Hills NSW 2012

## PART B – Licence Fees and Your music use

### Hotels, Pubs, Taverns, Bars and Casinos

This is an agreement for a licence to Perform in Public, Communicate, Reproduce Licensed Music and/or Exhibit Music Videos at Your Hotel, Pub, Tavern, Bar or Casino for the Approved Usage as selected by You below.



























All figures are quoted inclusive of GST. For more information about the Hotels, Pubs, Taverns, Bars and Casinos licence please read our Information Guide at [onemusic.com.au/licences/hotels](http://onemusic.com.au/licences/hotels) and for uses of music not covered under this Licence, read our Information Guides at [onemusic.com.au](http://onemusic.com.au).

This agreement consists of **Part A** (Your information), **Part B** (Licence Fees and Your music use) and **Part C** (Terms and Conditions).

#### Licence Fees

The rates applicable to each Licence Year for the selected Approved Usage (as declared by You below) are as follows:

#### 1. Background Music for Location (including bottle shops and hotel gymnasiums)\*




<p><b>Sapphire</b></p> <p><b>\$3,410.30</b></p> <ul style="list-style-type: none"> <li> 10+ TV Screens</li> <li> Any number of Radios</li> <li> Any number of Music Systems and Music Video Screens</li> <li> Workplace Music (excl branch and head office staff)</li> <li> Telephone on Hold (up to two Caller Capacity Lines)</li> </ul> <p>Digital Copy/Delivery Plus <b>\$407.20</b>      Website Use Plus <b>\$559.90</b></p>	<p><b>Diamond</b></p> <p><b>\$2,137.80</b></p> <ul style="list-style-type: none"> <li> 7-9 TV Screens</li> <li> Any number of Radios</li> <li> Any number of Music Systems and Music Video Screens</li> <li> Workplace Music (excl branch and head office staff)</li> <li> Telephone on Hold (up to two Caller Capacity Lines)</li> </ul> <p>Digital Copy/Delivery Plus <b>\$407.20</b>      Website Use Plus <b>\$559.90</b></p>	<p><b>Platinum</b></p> <p><b>\$1,221.60</b></p> <ul style="list-style-type: none"> <li> 2-6 TV Screens</li> <li> Any number of Radios</li> <li> Any number of Music Systems and Music Video Screens</li> <li> Workplace Music (excl branch and head office staff)</li> <li> Telephone on Hold (up to two Caller Capacity Lines)</li> </ul> <p>Digital Copy/Delivery Plus <b>\$407.20</b>      Website Use Plus <b>\$559.90</b></p>
<p><b>Gold</b></p> <p><b>\$534.45</b></p> <ul style="list-style-type: none"> <li> Single TV Screen</li> <li> Any number of Radios</li> <li> Single Music System</li> <li> Workplace Music (excl branch and head office staff)</li> <li> Telephone on Hold (up to two Caller Capacity Lines)</li> </ul> <p>Digital Copy/Delivery Plus <b>\$407.20</b>      Website Use Plus <b>\$559.90</b></p>	<p><b>Silver</b></p> <p><b>\$203.60</b></p> <ul style="list-style-type: none"> <li> Single TV Screen</li> <li> Any number of Radios</li> <li> Telephone on Hold (up to two Caller Capacity Lines)</li> </ul> <p>Website Use Plus <b>\$559.90</b></p>	<p><b>Bronze</b></p> <p><b>\$132.34</b></p> <ul style="list-style-type: none"> <li> Single TV Screen</li> <li> Single Radio</li> <li> Telephone on Hold (up to two Caller Capacity Lines)</li> </ul> <p>Website Use Plus <b>\$559.90</b></p>

Rates include 10% GST. The GST-exclusive component of the rates set out in the table above will be **increased by CPI** on 1 September of each Licence Year in accordance with clause 4.3 of the Terms and Conditions.

If you're playing a radio service through an 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.

\*In cases where a Location is open fewer than 150 days a year, a 50% deduction will be applied on the relevant Background Music for Location package rate.

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

Period	Dining Area Capacity (persons)	Dining Package A	Dining Package B	Dining Package C	Partial Rights Deduction
1 July 2019 – 31 August 2020	7 - 15	\$700	\$300	\$150	If applicable, Partial Rights Deduction minus 65% of total relevant amount
	16 - 30	\$950	\$550	\$190	
	31 - 50	\$1,350	\$950	\$330	
	51 - 100	\$1,400	\$1,000	\$350	
	101+	\$1,450	\$1,050	\$365	
1 September 2020 – 31 August 2021	7 - 15	\$790	\$340	\$173	If applicable, Partial Rights Deduction minus 48.25% of total relevant amount**
	16 - 30	\$1,070	\$620	\$219	
	31 - 50	\$1,520	\$1,070	\$380	
	51 - 100	\$1,580	\$1,130	\$403	
	101+	\$1,635	\$1,185	\$420	
1 September 2021 – 31 August 2022	7 - 15	\$835	\$355	\$210	
	16 - 30	\$1,130	\$655	\$266	
	31 - 50	\$1,605	\$1,130	\$462	
	51 - 100	\$1,665	\$1,190	\$490	
	101+	\$1,725	\$1,255	\$511	
1 September 2022 – 31 August 2023	7 - 15	\$870	\$375	\$225	
	16 - 30	\$1,180	\$685	\$285	
	31 - 50	\$1,680	\$1,180	\$490	
	51 - 100	\$1,735	\$1,240	\$515	
	101+	\$1,800	\$1,305	\$540	

\* In cases where a Location is open fewer than 150 days a year, a 50% deduction will be applied on the rates for Background Music for Dining. A further 50% deduction applies for any Background Music for Dining package applicable to a Location that is an accommodation hotel and the relevant Dining Area (or Dining Areas) are open only for the use of that hotel's guests and not to the general public.

The GST-exclusive component of the rates set out in the table above will be **increased by CPI** on 1 September of each Licence Year commencing after 31 August 2023 in accordance with clause 4.3 of the Terms and Conditions.

\*\* 48.25% Partial Rights Deduction applies when a licence is not required from OneMusic Australia (on behalf of PPCA) for the use of PPCA Sound Recordings. If a licence from OneMusic Australia (on behalf of APRA AMCOS) is not required for the use of APRA Works and AMCOS Works, a 51.75% Partial Rights Deduction applies

### 3. Featured Recorded Music

PPCA Sound Recordings*	PLUS	APRA Works and AMCOS Works**
\$0.054 multiplied by FRM Area Capacity for each day of operation (24 hour period)		\$0.17 per person admitted to the FRM Area for each day of operation (24 hour period)

\* No fee for PPCA Sound Recordings applicable if no licence from OneMusic Australia (on behalf of PPCA) is required for the use of PPCA Sound Recordings in the FRM Area.

\*\* No fee for APRA Works and AMCOS Works applicable if no licence from OneMusic Australia (on behalf of APRA AMCOS) is required for the use of APRA Works and AMCOS Works in the FRM Area.

The GST-exclusive amount of the rates set out in the table 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. Recorded Music for Dance Use

PPCA Sound Recordings*	PLUS	APRA Works and AMCOS Works**
\$1.3784 multiplied by the RMFD Area Capacity for each day of operation (24 hour period)		\$0.9284 per person admitted to the RMFD Area for each day of operation (24 hour period)

\* No fee for PPCA Sound Recordings applicable if no licence from OneMusic Australia (on behalf of PPCA) is required for the use of PPCA Sound Recordings in the RMFD Area.

\*\* No fee for APRA Works and AMCOS Works applicable if no licence from OneMusic Australia (on behalf of APRA AMCOS) is required for the use of APRA Works and AMCOS Works in the RMFD Area.

The GST-exclusive component of the rates set out in the table above will be **increased by CPI** on 1 September of each Licence Year in accordance with Clause 4.3 of the Terms and Conditions.

### 5. Live Music Performance

No PPCA Sound Recordings

The annual fee is subject to a minimum annual fee of \$27.50.

APRA Works and AMCOS Works
<p style="text-align: center;"><b>2.2% of Gross Expenditure on Live Artist Performers</b> For all Live Music Performances where the Live Artist Performer is paid a fee to perform directly by Your Hotel, Pub, Tavern, Bar or Casino, including any monies paid by You to that Live Artist Performer from the box office for that Live Music Performance.</p>
<p style="text-align: center;"><b>1.65% of Gross Sums Paid for Admission</b> For all Live Music Performances where the Live Artist Performer is paid only by a third party such as a booking agent</p>

### 6. Recorded Music Performance

PPCA Sound Recordings*	PLUS	APRA Works and AMCOS Works**
\$0.2718 per person admitted to each Recorded Music Performance (i.e. a performance where there is an Entry Fee, and the Entry Fee is \$40 or less)		<p style="text-align: center;"><b>2.2% of Gross Expenditure on Live Artist Performers</b> For all Recorded Music Performances where the Live Artist Performer is paid a fee to perform directly by Your Hotel, Pub, Tavern, Bar or Casino, including any monies paid by You to that Live Artist Performer from the box office for that Recorded Music Performance.</p>
		<p style="text-align: center;"><b>1.65% of Gross Sums Paid for Admission</b> For all Recorded Music Performances where the Live Artist Performer is paid only by a third party such as a booking agent</p>

\* No fee for PPCA Sound Recordings applicable if no licence from OneMusic Australia (on behalf of PPCA) is required for the use of PPCA Sound Recordings in Recorded Music Performances.

\*\* No fee for APRA Works and AMCOS Works applicable if no licence from OneMusic Australia (on behalf of APRA AMCOS) is required for the use of APRA Works and AMCOS Works in Recorded Music Performances.

Rates include 10% GST. The GST-exclusive amount of the rates set out in the table above will be **increased by CPI** on 1 September of each Licence Year in accordance with clause 4.3 of the Terms and Conditions.

## 7. Karaoke

PPCA Sound Recordings*	PLUS	APRA Works and AMCOS Works**
\$0.054 for each person admitted to the Karaoke Area per day of operation (24 hour period)		\$21.01 for each day (24 hour period) that karaoke functions are held at the Location

\*No fee for PPCA Sound Recordings applicable if no licence from OneMusic Australia (on behalf of PPCA) is required for the use of PPCA Sound Recordings in the Karaoke Area.

\*\* No fee for APRA Works and AMCOS Works applicable if no licence from OneMusic Australia (on behalf of APRA AMCOS) is required for the use of APRA Works and AMCOS Works in the Karaoke Area.

Rates include 10% GST. The GST-exclusive component of the rates set out in the table above will be **increased by CPI** on 1 September of each Licence Year in accordance with Clause clause 4.3 of the Terms and Conditions.

## 8. Standalone Functions

Music for Standalone Function Areas	
<b>Day Rate x each 100 persons (or part thereof) of the Standalone Function Area Capacity for each day the Standalone Function Area is being used for one or more Standalone Functions, subject to the relevant Minimum Annual Fee</b>	
Unrestricted number of devices playing recorded background music from any source for all events and functions in the Standalone Function Area, including to Exhibit Music Videos, other than events or functions that are:	
<ul style="list-style-type: none"> <li>• exercise and fitness classes, dance classes, nightclub or dance party events; and</li> <li>• performances held by a National Event Promoter (with such performances to be licensed separately, including directly by the National Event Promoter).</li> </ul>	
Unrestricted number of performances by Live Artist Performers, in the Standalone Function Area other than:	
<ul style="list-style-type: none"> <li>• Premium Live Performances (which will require a separate OneMusic Australia “Event” licence); and</li> <li>• Performances held by a National Event Promoters (with such performances to be licensed separately, including directly by the National Event Promoter).</li> </ul>	

Period	Day Rate	Minimum Annual Fee
<b>1 July 2019 – 31 August 2020</b>	\$7	\$65
<b>1 September 2020 – 31 August 2021</b>	\$9	\$71.50
<b>1 September 2021 – 31 August 2022</b>	\$11	\$78
<b>1 September 2022 – 31 August 2023</b>	\$13	\$84.50
Standalone Function Areas that are usually and primarily used as music venues will not be licensed under this Agreement		

Rates include 10% GST. The GST-exclusive component of the rates set out in the table above will be **increased by CPI** on 1 September of each Licence Year after 31 August 2023 in accordance with clause 4.3 of the Terms and Conditions.

**OR**

- 9. 'All Inclusive'\*\*\* (excluding Recorded Music for Dance Use and Background Music for Standalone Functions)** – comprising Background Music 'Sapphire' package, plus up to 2,000 tracks Digital Copy/Delivery, Background Stream on Your website, unrestricted Featured Recorded Music performances, unrestricted Live Music Performances, unrestricted Recorded Music Performances plus Dining Package A

Licensed Capacity (persons)	Rate per Location (annual)
1-25	\$4,517.88
26-50	\$5,627.50
51-75	\$6,727.96
76-100	\$7,832.49
101-200	\$12,253.67
201-350	\$18,885.94
351-500	\$25,519.22
501-750	\$36,572.67
751-1,000	\$47,627.13

Rates include 10% GST. All GST-exclusive component of the rates set out in the table above will be **increased by CPI** on 1 September of each Licence Year in accordance with clause 4.3 of the Terms and Conditions. Because this is a bundled offering, there is no 'Partial Rights Deduction' applicable in respect of the use or non-use of PCCA Sound Recordings or APRA Works and AMCOS Works.

\*The "All Inclusive" package is primarily designed as a low-administration alternative rate option for larger hotels that host significant numbers of live or recorded music performances. It is not suitable for all Locations and You should compare the 'All Inclusive' rate above for Your specific Location with the tailored music use categories in the tables above.

## Definitions

**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.

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

**Background Music for Dining** means any Licensed Music (recorded or otherwise) used in Dining Areas, which is primarily intended to be passively listened to and not to be the main focus.

**Background Music for Location** means any Licensed Music (recorded or otherwise) used at the Location (other than in Standalone Function Areas), 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.

**Commencement Date** has the meaning as set out in the Terms and Conditions.

**Declaration Form** means the form below in Your music use section.

**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
- 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 (e.g. a pub, club, fitness centre or entertainment complex):

- 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 at the Location; and
- d. the music played in the dining area is different to that audible in all other parts of the 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, being the maximum number of seats in that Dining Area.

**Dining Package A** means the Background Music for Dining package that allows for:

- a. unrestricted number of devices playing music in any Dining Area 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.
- b. up to 2,000 tracks for Digital Copy/Delivery of Licensed Music for the purposes of playing Background Music for Dining.

**Dining Package B** means the Background Music for Dining package that allows for unrestricted number of devices playing music in any Dining Area from:

- a. a “commercial background music supplier”;
- b. a commercial recorded music format, such as CD or vinyl record;
- c. 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. No Partial Rights Deduction available.

**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 as set out in the Terms and Conditions.

**Featured Recorded Music** means recorded music used at the Location or in an FRM Area that is given prominence as a feature of that venue or any part of that venue (not including a Recorded Music Performance). It includes performances by DJs, including those advertised as part of a specific event or series of events, nights of operation where the music has been compiled with a particular or recognisable theme such as ‘Retro Night’, ‘Friday Night Beats’ or ‘Sunday Jazz’.

**FRM Area** means a specific area, either within a multi-function establishment or a standalone venue, where Featured Recorded Music performances are audible.

**FRM Area Capacity** means the capacity of the FRM Area, being the maximum number of patrons that the FRM Area is authorised to hold.

**Gross Expenditure on Live Artist Performers** means all monies (excluding GST) and the monetary value of all benefits paid directly by Your Hotel, Pub, Bar or Casino to the Live Artist Performer (or any agent, manager, assistant or associate of the Live Artist Performer) for any Live Music Performance or Recorded Music Performance at the Location, including all salaries, wages, profit shares, allowances & accommodation, travel & other expenses and any amounts paid to the Live Artist Performer from monies collected from Entry Fees that are received directly by Your Hotel, Pub, Tavern, Bar or Casino.

**Gross Sums Paid for Admission** means the total amount collected by a third party such as a booking agent from all Entry Fees to any Live Music Performance or Recorded Music Performance at the Location (excluding GST and any amounts specified as being for food and beverage that may be included in the Entry Fee).

**Karaoke** means music used for the purposes of accompanying singing by patrons.

**Karaoke Area** means a specific area within a multi-function establishment where music is used for Karaoke.

**Licensed Capacity** means the total capacity (number of patrons) of the Hotel, Pub, Bar, Tavern or Casino licensed by the relevant Local Government, Liquor Licensing body or Fire Department (as applicable to Your venue). Examples of official sources You can use when determining the Total Capacity of Your venue are available at [onemusic.com.au/licences/hotels](http://onemusic.com.au/licences/hotels).

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

**Licensed Works** has the meaning as 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 a performance of music at an event or function by a Live Artist Performer, other than:

- a. a Recorded Music Performance; or
- b. a performance held by a National Event Promoter.

**Location** means each Hotel, Pub, Tavern, Bar or Casino as declared in Your Music Use section below and includes all ancillary operations within the boundaries of the Location such as bottle shops and hotel gymnasiums.

**Minimum Annual Fee** means the minimum amount payable under Your Agreement in respect of particular Approved Usage Category.

**Music for Standalone Function Areas** means any and all recorded background music and music by Live Artist Performers used at a Standalone Function, including to Exhibit Music Videos, other than:

- a. for exercise and fitness classes, dance classes, nightclubs or dance party events;
- b. events or functions held by a National Event Promoter; and
- c. performances by Live Artist Performers that are Premium Live Performances.

**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.

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

**Music Video Screen** means a screen used to play Music Videos or PCCA Sound Recordings from the internet or via portable devices such as DVDs, a flash drive or USB stick, and includes video jukeboxes.

**National Event Promoter** means a promoter licensed under either an APRA AMCOS or OneMusic “Promoted Music Event” blanket licence scheme, as amended and listed from time to time at [onemusic.com.au/faqs](http://onemusic.com.au/faqs).

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

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

Where applicable, the Licence Fee rates will be deducted by the relevant percentage amounts shown.

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

**PCCA Sound Recording** has the meaning as set out in the Terms and Conditions.

**Physically Separate** means the relevant area is distinguishable from other areas of the venue by a clearly defined perimeter or access rules, which may include factors such as the area:

- a. is in a separate room, a distinct space or on a separate floor;
- b. has a separate and dedicated entrance;
- c. the area attracts a separate Entry Fee.

**Premium Live Performances** means an event or function where the Gross Expenditure on Live Artist Performers is greater than \$4,000 for that event or function.

**Recorded Music for Dance Use** means the use of recorded music for the purpose of dancing.

**Recorded Music Performance** means a musical performance at the Location by a Live Artist Performer where:

- a. Sound Recordings are played; and
- b. the performance has an Entry Fee and the price of that Entry Fee is advertised as being \$40 or less (performances with a Entry Fee of more than \$40 must be separately licensed on an event-by-event basis);

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

**RMFD Area** means a Physically Separate area, either within a multi-function establishment or a standalone dance venue, that:

- a. provides Recorded Music for Dance Use by patrons; and
- b. has a dance floor or other area for dancing or charges an Entry Fee (even if the fee is not charged to all patrons); and
- c. is not being used for:
  - i. a non-ticketed private function;
  - ii. a dance or dance party;
  - iii. an event that features ballroom or similar traditional dancing;
  - iv. an event promoted by a National Event Promoter; or
  - v. an event for under-aged persons (such as a ‘blue light’ disco).

**RMFD Area Capacity** means the capacity of the RMFD Area, being the maximum number of patrons that the RMFD Area is authorised to hold.

**Sound Recording** has the meaning as set out in the Terms and Conditions.

**Standalone Function** means functions held in a Standalone Function Area where Licensed Music is being separately used, but where that area is not licensed under tariffs for Featured Recorded Music, Recorded Music for Dance Use, Live Music Performances or Recorded Music Performances.

**Standalone Function Area** means the area where Standalone Functions are held.

**Standalone Function Area Capacity** means the capacity of the Standalone Function Area, being the maximum capacity of each area made available for hire at the Location as advertised or offered to potential hirers.

**Telephone on Hold** means music used on a telephone on hold system, whether sourced from radio or a recorded source.

**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 musical 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.

**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 the premises, 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. perform music and/or Music Videos in reception or front-of-office areas that are open to the public (excluding any retail areas);
- c. allow employees to play music at their workplace (including via radios, streaming services, CD players); and
- d. permit the copying of music from legally obtained sources for the purposes noted above.



## Your music use

You need to select and declare the relevant categories for the use of our music in the Declaration Form below for each Location. If You have multiple Locations, complete the spreadsheet document available on the OneMusic Australia website here:

[http://onemusic.com.au/media/Multi-Location/OneMusic\\_Australia\\_Hotel\\_ML\\_Template.xltm](http://onemusic.com.au/media/Multi-Location/OneMusic_Australia_Hotel_ML_Template.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

Location name: \_\_\_\_\_ (Location)

You will need to declare Your use of our music in the spaces below, or in the multiple locations spreadsheet, and then sign the Declaration Form. The declaration will apply to all Locations licensed by You under this Agreement.

Select Your options from the tailored music use categories below:

#### 1. Background Music for Location

Select the package for Your Location by ticking one circle.

- Sapphire                       Gold  
 Diamond                       Silver  
 Platinum                       Bronze

Select any additional options below:

- Digital Copy/Delivery       Website use

**PLUS**

Is Your Location open for fewer than 150 days per year?

- Yes. Please deduct my Licence Fees for Background Music for Location by 50% as the Location is open fewer than 150 days per year.

#### 2. Background Music for Dining Areas

Select the music use category for each relevant Dining Area at the Location and also declare the Dining Area Capacity for that area in the table below:

Music use category (tick box)	Dining Area Capacity (persons)*		
	Dining Area 1	Dining Area 2	Dining Area 3
<input type="radio"/> Dining Package A			
<input type="radio"/> Dining Package B			
<input type="radio"/> Dining Package C			
Please tick circle if Your Location is an accommodation hotel and the relevant Dining Area is open only for the use of Your hotel's guests and not to the general public	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

\*For Location with more than 3 x Dining Areas, please provide all details above for those additional areas in a separate sheet and attach to this agreement.

Is Your Location open for fewer than 150 days per year?

- Yes. Please deduct my Licence Fees for Background Music for Dining by 50% as the Location is open fewer than 150 days per year.

Eligible for Partial Rights Deduction for Background Music for Dining?

- Yes, please deduct my Licence Fees for Background Music for Dining by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of PPCA) for the use of **PPCA Sound Recordings** for Background Music for Dining in the following Dining Areas (please tick):

Dining Area 1	Dining Area 2	Dining Area 3
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

- Yes, please deduct my Licence Fees by for Background Music for Dining by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of APRA AMCOS) for the use of **APRA Works and AMCOS Works** for Background Music for Dining in the following Dining Areas (please tick):

Dining Area 1	Dining Area 2	Dining Area 3
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

### 3. Featured Recorded Music (FRM)

Please declare the relevant information for each FRM Area at the Location in the table below:

	FRM Area 1	FRM Area 2	FRM Area 3
<b>FRM Area Capacity (persons)</b>			
<b>Annual number of days of operation</b>			
<b>Annual admissions to FRM Area</b>			

\*For Location with more than 3 x FRM Areas, please provide all details above for those additional areas in a separate sheet and attach to this agreement.

Please declare what licences are required for the use of Featured Recorded Music at the Location.

- I do not require a licence from OneMusic Australia (on behalf of PCCA) for the use of **PCCA Sound Recordings** for Featured Recorded Music at the Location.
- I do not require a licence from OneMusic Australia (on behalf of APRA AMCOS) for the use of **APRA Works and AMCOS Works** for Featured Recorded Music at the Location.

### 4. Recorded Music for Dance Use (RMFD)

Declare the relevant information for each RMFD Area at the Location in the table below.

	RMFD Area 1	RMFD Area 2	RMFD Area 3
<b>RMFD Area Capacity (persons)</b>			
<b>Annual number of days of operation</b>			
<b>Annual admissions to RMFD Area</b>			

\*For Location with more than 3 x RMFD Areas, please provide all details above for those additional areas in a separate sheet and attach to this agreement.

Please declare what licences are required for the use of Recorded Music for Dance Use at the Location.

- I do not require a licence from OneMusic Australia (on behalf of PCCA) for the use of **PCCA Sound Recordings** for Recorded Music for Dance Use at the Location.
- I do not require a licence from OneMusic Australia (on behalf of APRA AMCOS) for the use of **APRA Works and AMCOS Works** for Recorded Music for Dance Use at the Location.

### 5. Live Music Performance (no sound recordings)

Declare the relevant information for Live Music Performances held at the Location in the table below. Do not include events held at your premises by a National Event Promoter. These are licensed separately, including directly by the National Event Promoter.

Annual Gross Expenditure on Live Artist Performers	Annual Gross Sums Paid for Admission

## 6. Recorded Music Performances

Declare the relevant information for Recorded Music Performances held at the Location.

Annual admissions to Recorded Music Performances	Annual Gross Expenditure on Live Artist Performers	Annual Gross Sums Paid for Admission

Please declare what licences are required for the use of Recorded Music Performances at the Location:

- I do not require a licence from OneMusic Australia (on behalf of PPCA) for the use of **PPCA Sound Recordings** for Recorded Music Performances at the Location.
- I do not require a licence from OneMusic Australia (on behalf of APRA AMCOS) for the use of **APRA Works and AMCOS Works** for Recorded Music Performances at the Location.

## 7. Karaoke

Declare the relevant information for the use of Karaoke at the Location.

Annual admissions to Karaoke Area	Annual number of days of operation

Declare what licences are required for the use of Karaoke at the Location:

- I do not require a licence from OneMusic Australia (on behalf of PPCA) for the use of **PPCA Sound Recordings** for Karaoke at the Location.
- I do not require a licence from OneMusic Australia (on behalf of APRA AMCOS) for the use of **APRA Works and AMCOS Works** for Karaoke at the Location.

## 8. Standalone Functions

Declare the relevant information for each Standalone Function area at the Location.

	Standalone Function Area 1	Standalone Function Area 2	Standalone Function Area 3
Standalone Function Area Capacity (persons)			
Annual number of days of operation			

\*For Location with more than three Standalone Function Areas, please provide all details above for those additional areas in a separate sheet and attach to this Agreement.

## 9. OR choose the "All Inclusive" rate (excluding Recorded Music for Dance Use and Music for Standalone Function Areas)

Licensed Capacity of Location (persons)

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

*I have read and understood the terms and conditions of this agreement and agree to be bound by them.*

Signature of authorised person: \_\_\_\_\_

## PART C - Terms and Conditions

### 1. Grant of licence

- 1.1 Subject to these Terms and Conditions, OneMusic Australia (**We, Us, Our**) grant You on and from the Commencement Date the Licensed Rights for the Approved Usage in the Territory 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:
- 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;
    - 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 ARIA Sound Recordings or PPCA Sound Recordings; or
  - the use of ARIA Sound Recordings or PPCA Sound Recordings in any manner that could reasonably be regarded as suggesting an approval, affiliation or endorsement by an artist or group of Your business or goods/ services.
- 2.2 The use of Licensed Music as a Background Stream is only granted to You as long as the Background Stream:
- 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;
    - not act to synchronise PPCA Sound Recordings with any image or video on the website; and; 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. Licence Fee

- 4.1 You must pay Us the Licence Fee for each Licence Year during the Term.
- 4.2 In the event You terminate this Agreement in accordance with clause 9.2, We will refund any unused portion of Your Licence Fees, provided that any such amount is greater than \$55.
- 4.3 We may increase the GST-exclusive component of any fees or rates expressed in the form of \$ on 1 September of each Licence Year in accordance with the increase in the Consumer Price Index between the two previous December Quarters.
- 4.4 In relation to any GST payable for a taxable supply by a party under this agreement, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice.
- 4.5 Terms used in this clause 4 which are defined in the GST Act have the same meaning as in the GST Act.

### 5. Payment

- 5.1 We will issue a tax invoice for the relevant Licence Fees within 30 days of the date You lodge Your Licence agreement.
- 5.2 If Your Licence Fee is more than \$500, We will invoice You quarterly in 4 instalments, unless You elect otherwise.
- 5.3 Licence Fees are payable to Us within 30 days from the date of the invoice.
- 5.4 We may charge You interest at the Agreed Rate on any amount that remains unpaid after the due date of the invoice.
- 5.5 You may pay any invoice issued by Us using credit or debit cards (Visa, MasterCard but excluding Diners and American Express), by direct bank transfer or by cheque.
- 5.6 We may pass on to You any credit card fees and other electronic transaction charges and will inform You of this at the time of payment.
- 5.7 If You fail to pay any outstanding invoice after We provide notice to You, and We take steps to recover those amounts, any expenses or legal costs We incur in doing so will be recoverable from You by Us as a debt.

### 6. Supply of Information and Records

- 6.1 You must notify Us within 28 days of any change to the information previously supplied by You under the Agreement. Failure to do so may mean You are not appropriately licensed for Your uses of music.
- 6.2 We may, throughout the Term, require You to complete a re-assessment form or statement declaring any changes to the Approved Usage. This information must be completed and returned to Us within 28 days and we may require that information in the form of a statutory declaration.
- 6.3 On each Reporting Date during the Term You must declare in writing to Us:
- 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 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:
- 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 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:
- 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 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](http://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.

## 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](http://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 FILRSBV00) plus 2 percentage points, calculated on daily rests from the due date to the date of payment.

**Agreement:**

- in circumstances where You have completed a OneMusic Australia licence agreement in paper or PDF format, Agreement means Part A, Part B, Part C of that document and any and all schedules, attachments and/or annexures;
- in circumstances where You have completed a OneMusic Australia licence agreement on the OneMusic Australia online portal, Agreement means the information i) declared by You in response to the portal questions; ii) the licence "Summary" page; and iii) these Terms and Conditions; and
- in all cases, includes any 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 a licence from APRA AMCOS to Perform in Public, Communicate and Reproduce:

- APRA Works; and
- 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 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;

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

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

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

**Dramatic Context** means:

- 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;

**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, Copyright Agency 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 AMCOS Sound Recordings and PPCA 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:

- that embodies:
  - a Sound Recording; or
  - a sound-track that, if made separately from the Film, would be a Sound Recording; and
- in which the copyright is owned or controlled by a PPCA Licensor;

**OneMusic Australia** means APRA AMCOS trading as OneMusic Australia as authorised by PPCA;

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

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

**PPCA Licensor** means those licensors listed on the PPCA website <http://www.pcca.com.au/labels/list-of-current-licensors/>, as amended;

**PPCA Rights** means a licence from PPCA for the right to:

- Reproduce PPCA Sound Recordings in order to Communicate PPCA Sound Recordings and/or Perform in Public any PPCA Protected Sound Recordings;
- Communicate PPCA Sound Recordings;
- Perform in Public PPCA Protected Sound Recordings; and
- 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 a copy of Licensed Sound Recordings;

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

**Works** means a musical work and any literary work normally associated with it by the copyright owner for the Territory (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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