MUSIC LICENCE
SINGLE SPORTING EVENT

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 events@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 _____

Trust Name (if applicable) _____

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 – Music Use Categories and Licence Fees

Sporting Event Licence

This is an agreement for a licence to Perform in Public the Licensed Music and Exhibit Music Videos at a Sporting Event (competitive spectator and participatory sports events and games) only for the Approved Usage as selected by You below.

This agreement consists of Part A (Your information), Part B (Music Use Categories and Licence Fees) and Part C (Terms and Conditions). This licence includes obligations to report certain information to OneMusic Australia 30 days after the Sporting Event as set out in clause 5.2 of Part C (Terms and Conditions).

All figures are quoted inclusive of GST and apply to Sporting Events held between 1 July 2023 and 30 June 2024 For other uses of music not covered under this Licence read our Information Guides at onemusic.com.au.

1. Basic music use

Music Use Category	Duration	Day Rate (per day, per Attendee, subject to a minimum fee of $165.00 including GST)		
Bronze		APRA Works		PPCA Sound Recordings
Play OneMusic Australia's recorded music as **Background Music for Sports** for the assembly, dispersal and entertainment of Attendees at a Sporting Event (e.g. before or after event, at quarter or half time, between innings, races or games) Live or recorded performances of team and/or national anthems in OneMusic Australia's repertoire at a Sporting Event	Sporting Event less than 5 hours	$0.0365	Plus	$0.0365
	Sporting Event 5 hours or more	$0.0547		$0.0547

OR

Silver		APRA Works		PPCA Sound Recordings
Bronze coverage Play OneMusic Australia's music as **Featured Music for Sports** at a Sporting Event, whether by recorded music or Live Artist Performers (e.g. at frequent instances during the Sporting Event such as stings, underscores, celebrations after goals, tries, wickets, player entrances or exits and minor breaks in play).	Sporting Event less than 5 hours	$0.1095	Plus	$0.1095
	Sporting Event 5 hours or more	$0.1641		$0.1641

2. Premium music use (only available in combination with Bronze or Silver)

Music Use Category	Duration	Day Rate (per day, per Attendee, subject to a minimum fee of $165.00 including GST)		
Gold		APRA Works		PPCA Sound Recordings
Minor Live Performances within the main arena at a Sporting Event during scheduled short breaks in segments of the Sporting Event, such as half time or between same day matches (including structured choreography performances).	**Within Sporting Event duration**	Bronze or Silver *plus* **$0.0365**	**Plus**	Bronze or Silver *plus* **$0.0365**

OR

Platinum		APRA Works		PPCA Sound Recordings
Gold coverage **Major Live Performances** within the sporting complex, before, during or after the Sporting Event (e.g. a concert occurring immediately after a match accessible by the match ticket holders).	**Any duration**	Bronze or Silver *plus* **$0.0729**	**Plus**	Bronze or Silver *plus* **$0.0729**

3. Copying

Day Rate (per day, per Attendee, subject to a minimum fee of $100.00 including GST)
AMCOS Works and PPCA Sound Recordings
$0.0239 per day, per Attendee (including GST)

Definitions Part B

APRA Works has the meaning set out in Part C - Terms and Conditions.

Attendee means all spectators, and where relevant participants, attending or participating in the Sporting Event, regardless of whether an entry fee is paid.

Background Music for Sports means the:

a. use of any recorded Licensed Music, including audio contained in television programmes and films; and
b. Exhibition of Music Videos,

at the Sporting Event, provided that it is not given prominence or used as a feature of the Sporting Event or any part of the Sporting Event.

Bronze means a Music Use Category that allows for:

a. the playing of OneMusic Australia's recorded music as Background Music for Sports for the assembly, dispersal and entertainment of Attendees at a Sporting Event (e.g. before or after event, at quarter or half time, between innings, races or games); plus
b. live or recorded performances of team and/or national anthems in OneMusic Australia's repertoire at a Sporting Event.

Copying means to Reproduce a PPCA Sound Recordings and/or AMCOS Works:

a. by copying from a licensed physical copy (e.g. a CD) to an electronic copy or another physical one;
b. by copying from a licensed electronic copy (e.g. a legally acquired MP3 download) to another electronic copy or a physical one; or
c. by downloading or accessing a stream from a personal digital music service for the purpose of performing music in public (that is, using a subscription, ad-funded or download music service that is limited in its terms of use to non-commercial listening).

Declaration Form means the form set out below.

Excluded Event means

a. Sporting Events or activities where music is integral to the activity such as dance sports and gymnastics or cheerleading meets and competitions:
b. performances by Live Artist Performers where a separate ticket or additional fee is payable to attend, or the Gross Expenditure on Live Artist Performers is greater than $250,000; and
c. an international tournament where the host nation changes from tournament to tournament (such as the Olympics, world and regional cups).

Exhibit has the meaning set out in Part C - Terms and Conditions.

Featured Music for Sports means the use of Licensed Music, whether recorded or otherwise, other than as Background Music for Sports (i.e. the music is given some prominence at the Sporting Event), provided it is not a performance of Licensed Music that comprises a Minor Live Performance or Major Live Performance.

Gold means a Music Use Category that allows for Minor Live Performances to be held within the main arena at a Sporting Event during scheduled short breaks in segments of the Sporting Event, such as half time or between same day matches (including structured choreography performances).

Gross Expenditure on Live Artist Performers means all monies and the monetary value of all benefits receivable directly or indirectly by the Live Artist Performer, including all salaries, wages, profit shares, allowances and accommodation, travel & other expenses (but excluding GST), whether receivable by the Live Artist Performer or any agent, manager, assistant or associate of the Live Artist Performer.

Licensed Music has the meaning set out in Part C - Terms and Conditions;

Live Artist Performer means any performer participating in the performance of music including featured or associated singers, DJs, dancers, models, producers and conductors.

Location means the venue, location or area/s where the Sport Event occurs.

Major Live Performance means a performance of Licensed Music by a Live Artist Performer of any duration, where that performance:

a. is held within the immediate surrounds of a Sporting Event (i.e. not only within the main arena);
b. is directly related to the Sporting Event;
c. is not ticketed separately to the Sporting Event; and
d. incurs a Gross Expenditure on Live Artist Performers of less than $250,000.

Minor Live Performance means a short performance of Licensed Music by a Live Artist Performer, where that performance:

a. is held within the main arena of the Sporting Event;
b. is held only during short breaks of the Sporting Event (e.g. half time or between same-day matches);
c. is not ticketed separately to the Sporting Event;
d. incurs a Gross Expenditure on Live Artist Performers of less than $250,000; and
e. does not comprise a Major Live Performance.

Music Use Category means the following categories of music use available under this Agreement:

a. Bronze;
b. Silver;
c. Gold;
d. Platinum; and
e. Copying.

Music Video has the meaning set out in Part C - Terms and Conditions

Perform in Public has the meaning set out in Part C - Terms and Conditions.

Platinum means a Music Use Category that allows for:

a. the music use permitted under the Gold package; plus
b. Major Live Performances to be held within the sporting complex, before, during or after the Sporting Event (e.g. a concert occurring immediately after a match accessible by the match ticket holders).

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

Reproduce has the meaning set out in Part C - Terms and Conditions.

Silver means a Music Use Category that allows for:

a. the music use permitted under the Bronze category; plus
b. Licensed Music and Music Videos to be played at frequent instances during the Sporting Event such as stings, underscores, celebrations after goals, tries, wickets, player entrances or exits and minor breaks in play, whether by recorded music or Live Artist Performers, including at a participatory sporting event hub, along the race route or sporting course.

Sporting Event means a competitive spectator or participatory sporting event or game organised and conducted by You, but does not include an Excluded Event.

Your music use

Declaration Form

The information provided in this Declaration Form Your Sporting Event will be used to calculate Your **Licence Fees** and constitute Your **Approved Usage** under this Agreement.

Sporting Event Name _____ (**Sporting Event**)

Venue where Sporting Event held _____ (**Venue**)

Location _____ (**Location**)

Event Date _____ (**Event Date**)

Please declare Your relevant Approved Usage for Your Sporting Event.

1. Basic Music Use

Please complete the information in the table below.

Music Use Category (tick box)		APRA AMCOS Works	PPCA Sound Recordings	Estimated Attendees (number)	Duration	
Bronze	○	○	○		Less than 5 hours	○
Silver	○	○	○		5 hours or more	○

2. Premium music use (only available in combination with a Bronze or Silver Music Use Category)

Please complete the information in the table below.

Music Use Category (tick box)		APRA AMCOS Works	PPCA Sound Recordings	Estimated Attendees (number)	Estimated Gross Expenditure on Live Artist Performers ($)
Gold	○	○	○		
Platinum	○	○	○		

3. Copying

Please indicate if you require Copying:

○	Copying

I declare that the information I have given on this Declaration Form is correct and complete to the best of my knowledge and belief.

I acknowledge that within 30 days of the Sporting Event I am required to provide actual Attendance Numbers, Gross Expenditure on Live Artist Performers and a Music Use Report in accordance with clause 5.2 of the Terms and Conditions of this Agreement.

I understand that I may be subject to:

a. payment of an Advance in accordance with clause 3.2 of the Terms and Conditions of this Agreement; and

b. audits on my business to verify the information I have provided under the Agreement and that 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

Subject to these Terms and Conditions, including, when applicable, the payment of an Advance in accordance with clause 3.2, OneMusic Australia (**We, Us, Our**) grant You on and from the Commencement Date the Licensed Rights for the Approved Usage at Your Sporting Event in Australia (**Licence**).

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;

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; or

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 Licensed Sound Recordings; or

d. the use of Licensed 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. Licence Fee and Advance

3.1. You must pay Us the Licence Fee in respect of the Sporting Event calculated in accordance with Your Approved Usage, the information provided under clause 5.2 and the rates set out in Part B.

3.2. On Our receipt of this Agreement, if:

a. You have a credit history that reasonably justifies concern on Our part that You may fail to pay Licence Fees in accordance with this Agreement;

b. You have been repeatedly late in paying Licence Fees under this or another OneMusic Australia licence agreement, whether or not You have remedied the breach; or

c. Your business is not registered or has no obvious presence in Australia,

We may notify You that We require You to pay an Advance prior to and in respect of that Sporting Event.

3.3. If We notify You that an Advance is to be made in accordance with clause 3.2, We will reasonably determine the relevant Advance amount having regard to any matters We consider appropriate, which may include factors such as:

a. Our reasonable assessment of the:

i. expected Attendance at the Sporting Event;

ii. likely Music Use Category applicable to that type of Sporting Event; and

b. the capacity of the venue at which the Sporting Event is to be held.

3.4. If the amount of Licence Fees payable for the Sporting Event in accordance with clause 3.1 exceeds the Advance, You must pay the excess to APRA within 30 days after the date of receipt of the tax invoice.

3.5. If the amount of the Licence Fees payable in accordance with clause 3.1 is less than the Advance, We will return the excess to You within 30 days after the date of the tax invoice.

3.6. 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.

3.7. Terms used in this clause 3 which are defined in the GST Act have the same meaning as in the GST Act.

4. Payment

4.1. We will issue a tax invoice for the relevant Licence Fees on receipt of the Attendance and Music Use Report.

4.2. Licence Fees are payable to Us within 14 days from the date of the invoice.

4.3. We may charge You interest at the Agreed Rate on any amount that remains unpaid after the due date of the invoice.

4.4. 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.

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

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

5. Supply of Information and Records

5.1. You must notify Us prior to the Sporting Event if there is 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.

5.2. Within 30 days after Your Sporting Event, You must provide to Us in writing:

a. the actual Attendance numbers and the actual Duration for the Sporting Event;

b. a Music Use Report for the Sporting Event; and

c. to the extent they differ from the those declared in the Declaration Form provided prior to the Sporting Event, the Music Use Categories and Gross Expenditure on Live Artist Performers.

5.3. A Music Use Report must contain at a minimum:

a. the Sporting Event name;

b. the title of each song performed at the Sporting Event, and in respect of each song;

i. the composer(s) and publisher(s);

ii. the recording artist;

iii. the record label;

c. the duration of each song played at the Sporting Event; and

d. the number of times each song was performed.

5.4. 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 8.

6. Records and Audit or examination

6.1. 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.

6.2. 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 Agreement.

6.3. 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 6.2(a)above.

7. Termination

We may immediately terminate this Agreement prior to the Sporting Event by notice, if You:

a. fail to pay an Advance requested in accordance with clause 3.2;

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.

8. 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.

9. Notices

9.1 Any notice or other communication to or by a party under this Agreement must be in writing addressed to the other party.

9.2 All notices to Us must be sent to:

OneMusic Australia
16 Mountain St
Ultimo, NSW, 2007
hello@onemusic.com.au

9.3 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.

10. Confidentiality

10.1. Subject to clause 10.2, 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.

10.2. 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.

11. Privacy Notice

Some of the information You are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of One Music Australia and will not be disclosed to any third parties except in accordance with the privacy policy applicable to OneMusic Australia. The OneMusic Australia privacy statement can be obtained from the OneMusic Australia website onemusic.com.au/about/privacy-statement/.

12. Miscellaneous

12.1. 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.

12.2. 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.

12.3. This Agreement may only be varied by the written agreement of the parties.

12.4. 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.

12.5. 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 FILRSBVOO) 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 and any and all schedules, attachments, annexures, including any statements or declarations provided under clauses 5.1 and 5.2 of these Terms and Conditions;

AMCOS means the Australasian Mechanical Copyright Owners Society Limited;

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 as declared by You under the Agreement;

APRA AMCOS Rights means (as relevant) the right:

a. to Perform in Public and Communicate APRA Works; and
b. 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;

Communicate has the same meaning as in the Act;

Commencement Date means the earlier of:

a. the date the Declaration Form is signed by You; and
b. the date of the Sporting Event;

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;

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

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

Gross Expenditure on Live Artist Performers means all monies and the monetary value of all benefits receivable directly or indirectly by the Live Artist Performer, including all salaries, wages, profit shares, allowances and accommodation, travel & other expenses (but excluding GST), whether receivable by the Live Artist Performer or any agent, manager, assistant or associate of the Live Artist Performers;

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

Licensed Music means Licensed Works and PPCA Sound Recordings;

Licensed Rights means, as relevant to any particular Approved Usage, PPCA Rights and APRA AMCOS Rights;

Licensed Works means APRA Works and AMCOS Works;

Live Artist Performer means any performer participating in the performance of music including featured or associated singers, DJs, dancers, models, producers and conductors;

Music Use Report means a written statement provided in accordance with clause 5.2(b), which includes at a minimum the information as set out in clause 5.3;

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 soundtrack 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 PPCA Sound Recordings in public;

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

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

PPCA Rights means (as the context requires) 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 Recording means a PPCA Sound Recording for which the Act grants a public performance right, among other rights;

PPCA Sound Recording 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;

Reproduce means to reproduce Licensed Works and make copies of PPCA Sound Recordings;

Sound Recording has the same meaning as in the Act;

Sporting Event means a competitive spectator or participatory sporting event or game organised and conducted by You, but does not include an Excluded Event; 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.