

Email your completed Music Licence to [signup@onemusic.com.au](mailto:signup@onemusic.com.au)

**PART A – Your Information**

Trading name \_\_\_\_\_  
Legal name (**Your Business, You**)\* \_\_\_\_\_  
ABN \_\_\_\_\_  
ACN \_\_\_\_\_

Street address:	Postal address:
Street _____	Street _____
City/Suburb _____	City/Suburb _____
State _____ Postcode _____	State _____ Postcode _____

<b>Contact Person</b>	<b>Invoice Recipient (if different to Contact Person)</b>
Full name _____	Full name _____
Role _____	Role _____
Phone Number _____	Phone Number _____
Email _____	Email _____

Date on which music usage commenced (**Commencement Date**) \_\_\_\_\_

\*If Your Business operates through a Trust then Your 'Legal Name' must be the name of the Trustee for that Trust.

**PAYMENT METHOD**

Once we receive this Agreement, OneMusic will send You a link to complete your details for recurring Automated Payments (which may be either monthly or annual) or if relevant, We will contact You to discuss your quarterly reporting and payment schedule.

If You would prefer to be invoiced annually in advance, please indicate below:

Annual in Advance (You will pay your Licence Fee annually in advance and be sent an invoice)

**DECLARATION FORM**

*I declare that the information I have given below and on any supplementary pages is correct and complete to the best of my knowledge and belief. I acknowledge that I have read this agreement, including the Terms of Use below, and I am duly authorised to enter into this agreement. 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 of use of this agreement and agree to be bound by them.*

_____ SIGNATURE OF AUTHORISED PERSON	_____ DATE
_____ PRINT NAME OF AUTHORISED PERSON	_____ ROLE

## PART B – Licence Fees and Your music use

### Community Music Groups

This is an agreement for a licence to use the Licensed Rights (including Original Print Music) by a Community Music Group as applicable to the Music Cover as selected by You below.

All figures are quoted inclusive of GST. For more information about the Community Music Groups licence please read our Information Guide at [onemusic.com.au/licences/community-music-groups/](https://onemusic.com.au/licences/community-music-groups/) and for uses of music not covered under this Licence, our other Information Guides at [onemusic.com.au](https://onemusic.com.au).

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




### Licence Fees

The rates applicable to each Licence Period for the selected Music Cover (as declared by You below) are as follows:


#### Music for Community Music Groups

APRA Works	Rate per annum per Music Group
 Unrestricted number of live music performances by the Community Music Group at Community Events.	<b>\$ 105.96</b>

OR

APRA Works and AMCOS Works	Rate per annum per Music Group
 Unrestricted number of live music performances by the Community Music Group at Community Events.	<b>\$341.46</b>
 Reproduction of AMCOS Works for the purpose of: a. practice and rehearsals of performances by the Community Music Group at Community Events; and b. making Community Event Audio Recordings.	
 Reproduction of AMCOS Works in the form of Approved Print Music.	

PLUS

PPCA Sound Recordings	Rate per annum per Music Group
 Unrestricted use of PPCA Sound Recordings in performances by the Community Music Group at Community Events.	<b>\$164.26</b>

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 Period in accordance with Clause 4.4 of the Terms of Use.

## Definitions (Part B)

**Agreement** has the meaning set out in the Terms of Use.

**AMCOS Works** has the meaning set out in the Terms of Use.

**Approved Print Music** means physical, non-digital copies of Original Print Music for the purposes of performances by the Community Music Group in practice and rehearsals, and for the purposes of archiving. The Reproduction of AMCOS Works of Original Print Music excludes the right to make Arrangements.

**APRA Works** has the meaning set out in the Terms of Use.

**Arrangement** means an adaptation of an AMCOS Work for instrumentation and/or genre which differs to the original by use of an Audio Lift or the re-scoring (in print format) of a musical composition for different instruments or voices.

**Audio Lift** means the Transcription, by ear, of an audio file and the rearrangement of that audio file for differing instrumentation.

**Community Event** means any event where the Community Music Group's band, choir, ensemble or performance group performs, provided that the performance is conducted;

- a. free-of-charge; or
- b. if for a fee, either;
  - i. for the purpose only of recovering the Community Music Group's costs; or
  - ii. for fund raising directly for the Community Music Group.

**Community Event Audio Recordings** means audio sound recordings of performances by the Community Music Group at Community Events for provision to the public of those recordings, provided they are offered only;

- a. free-of-charge; or
- b. if for a fee, either;
  - i. for the purpose only of recovering the Community Music Group's costs; or
  - ii. for fund raising directly for the Community Music Group.

**Community Music Group** means an individual band, choir, ensemble or performance group:

- a. that has public performance of music as its primary purpose;
- b. that is operated not for profit;
- c. with only amateur, unpaid participants (other than any conductor or band leader);
- d. formed with the aim of developing musical learning;
- e. led by experienced music educators;
- f. conducted with open and inclusive participation; and
- g. where any joining fees are conducive to open and inclusive participation.

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

**Ensemble** means any instrumental and/or voice ensemble.

**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.

**Licence Period** has the meaning set out in the Terms of Use.

**Music Cover** has the meaning set out in the Terms of Use.

**Music for Community Music Groups** means, as applicable to the Music Cover:

- a. the playing of APRA Works and AMCOS Works for live music performances by the Community Music Group at Community Events;
- b. the Reproduction by the Community Music Group of AMCOS Works in any audio-only format (including in digital form) for the purposes of practice and rehearsals of performances by the Community Music Group at Community Events;
- c. the Reproduction by the Community Music Group of AMCOS Works for the purposes of making Community Event Audio Recordings;
- d. the Reproduction by the Community Music Group of AMCOS Works in the form of Approved Print Music; and
- e. the playing of PPCA Sound Recordings

**Original Print Music** means an original of the relevant sheet music that is owned by the Community Music Group.

**Perform in Public** has the meaning set out in the Terms of Use.

**PPCA Sound Recording** has the meaning as set out in the Terms of Use.

**Reproduce** has the meaning set out in the Terms of Use.

**Transcription** means an exact copy of the notation of a musical work and/or any lyrics whether copied by hand or otherwise.

## Your music use

### Declaration Form

**Community Music Group:** \_\_\_\_\_ **(Community Music Group)**

You will need to declare Your relevant music use below and sign the Declaration Form (on Page 1) for Your Community Music Group to be licensed under this Agreement.

Please indicate below how Your Community Music Group uses Music for Community Music Groups:

APRA Works	
<input type="radio"/>	My Community Music Group uses only APRA Works

**OR**

APRA Works and AMCOS Works	
<input type="radio"/>	My Community Music Group uses both APRA Works and AMCOS Works

**PLUS**

PPCA Sound Recordings	
<input type="radio"/>	My Community Music Group uses PPCA Sound Recordings

## PART C - Terms of Use

### 1. Grant of licence

Subject to the following terms and conditions (**Terms of Use**), OneMusic (**We, Us, Our**) grant You on and from the Commencement Date the Licensed Rights applicable to Your Music Cover in Australia for each Licence Period (**Licence**).

### 2. Restrictions and Limitations

- 2.1. The Licence does not cover:
- any right or music use not declared as Your Music Cover under this Agreement;
  - the use of any:
    - Grand Right Work in its entirety, except by means of a theatrically released Film;
    - 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, except by means of a theatrically released Film;
    - choral work of more than 20 minutes duration in its entirety;
    - Work so as to burlesque or parody the Work; or
    - Work with unauthorised new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited; or
- c) 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 until terminated in accordance with clause 15 of these Terms of Use (**Term**).

### 4. Licence Fee

- 4.1. Your Licence Fee is calculated in accordance with Your declared Music Cover and the rates and rate structures applicable to Your business.
- 4.2. Your Licence Fee (or Licence Fee monthly instalment) is payable to Us within 30 days from the date of the relevant tax invoice issued to You in accordance with clause 6.2, 7.5 or 8.1.
- 4.3. We may, by written notice to You, update Your Licence Fee, based on the revised information and change to Your Music Cover arising as a result of clause 11 or clause 12, as relevant.
- 4.4. Subject to clause 4.5 below, We may increase the GST-exclusive component of any fees or rates expressed in the form of \$ on 1 September of each year during the Term by no more than the increase in the Consumer Price Index between the two previous December Quarters (**CPI Adjustment**).
- 4.5. Any CPI Adjustment applied to fees or rates in accordance with clause 4.4 will only be applied to Your Licence Fee calculation at the commencement of the Licence Period immediately following the CPI Adjustment date.

### 5. GST

- 5.1. All fees and rates include GST unless otherwise stated.
- 5.2. In relation to any GST payable for a taxable supply under this agreement, You must pay the GST subject to Us providing a tax invoice.
- 5.3. Terms used in this clause 5 which are defined in the GST Act have the same meaning as in the GST Act.

### 6. Automated Payments

- 6.1. If You have elected to use the Automated Payment option, You must pay Us the Licence Fee (or Licence Fee monthly instalment) in advance on an automated monthly or annual basis, depending upon Your preferred payment option.
- 6.2. Under the Automated Payment option, We will issue a tax invoice for the Licence Fee (or Licence Fee monthly instalment) at the commencement of each month or year, as relevant.
- 6.3. Licence Fee payments under the Automated Payment option will be automatically deducted on a monthly or annual basis, as relevant, during each Licence Period using Your preferred payment option, which is either via:
  - Your nominated bank account in accordance with Your Direct Debit Request and the terms of our Direct Debit Request Service Agreement and the Automated Payments Terms & Conditions; or
  - by credit or debit card (Visa or MasterCard only) in accordance with the Automated Payments Terms & Conditions.
- 6.4. We will make available for You to view in Your Online Account a tax invoice for the Licence Fee applicable to each monthly or annual Automated Payment during each Licence Period.

### 7. Quarterly Account Payments

- 7.1. If You are a Quarterly Account, You must pay Us the Licence Fee for each Quarter during the Term in accordance with this clause 7.
- 7.2. We will issue a tax invoice for the Licence Fee applicable to each Quarter during each Licence Period no later than 14 days after We receive Your Quarterly Usage Report (as required under clause 12 below).
- 7.3. If a Quarterly Usage Report is not received by Us by the Reporting Date for any particular Quarter, We will issue a provisional tax invoice for that Quarter's Licence Fee based on either:
  - the most recent Quarterly Usage Report that has been received by Us in respect of Your Music Cover; or
  - Our reasonable estimate of that Quarter's Licence Fee.
- 7.4. Payments for Quarterly Accounts are to be made in accordance with the terms of each tax invoice sent to You under clause 7.2 above, which is payable either:
  - directly to Our bank account; or
  - by credit or debit card (Visa or MasterCard only).
- 7.5. Your Licence Fee for each Quarter during each Licence Period is payable to Us within 30 days from the date of the relevant tax invoice sent to You in accordance with clause 7.2 above.

### 8. Annual in Advance Payments

- 8.1. If You are paying Your Licence Fee annually in advance without agreeing to an Automated Payment option, We will issue a tax invoice for the Licence Fee for each Licence Period at the commencement of that Licence Period during the Term.
- 8.2. You must pay Us Your annual Licence Fee within 30 days from the date of the tax invoice sent to You under clause 8.1 above, which is payable either:
  - directly to Our bank account; or
  - by credit or debit card (Visa or MasterCard only).

### 9. Other fees and charges

- 9.1. We may charge You interest at the Agreed Rate on any amount that remains unpaid after the due date for each tax invoice.
- 9.2. We may pass on to You any credit card fees and other electronic transaction charges and will inform You of this prior to collecting those fees or charges.
- 9.3. 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.

### 10. Refunds

If You have elected the Automated Payment option on an annual basis or if You are paying Your Licence Fee annually in advance, and You terminate the Agreement in accordance with clause 15.2, We will refund any unused portion of Your paid Licence Fee, provided that any such amount is greater than \$55.

### 11. Supply of Information

- 11.1. Unless You are a Quarterly Account, You must notify Us within 28 days of any change to the information previously supplied by You under the Agreement, including any changes you require for Your Music Cover as failure to do so may mean You are not appropriately licensed for Your uses of music.
- 11.2. During any Licence Period throughout the Term, We may ask You to review and confirm the Music Cover previously declared by You, which may be in the form of a statutory declaration.

### 12. Supply of Information for Quarterly Accounts

- 12.1. If You are a Quarterly Account, You must declare in writing to Us the actual music use and operational details of Your premises no later than the Reporting Date, including at a minimum the information necessary for Us to determine Your Licence Fee based on Your Music Cover (**Quarterly Usage Report**).
- 12.2. On receipt, the Quarterly Usage Report will form the declaration of Your Music Cover for that Quarter.

### 13. Records and Audit or examination

- 13.1. 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.
- 13.2. 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 14 days of receipt of an invoice for those costs if:
  - the audit or examination establishes that the amounts payable to Us were understated by more than 10%; or
  - if You have failed to supply any information required to be provided under this Agreement.
- 13.3. 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 a tax invoice for the additional amount, and You must pay the amount stated on the invoice within 14 days.

### 14. Variation by Us

- 14.1. You acknowledge and agree that We may amend any or all of the terms and conditions of this Agreement at any time (other than the grant of licence under clause 1 above, and, subject to clause 4.4, any rates and/or minimum fees specified as applying to Your Music Cover), provided that:
  - We provide You with reasonable notice of any such amendments (**Amendment Notice**); and
  - any and all changes as notified in an Amendment Notice will take effect no earlier than the next anniversary of Your Commencement Date.
- 14.2. If You do not agree with the amended Terms of Use as notified in an Amendment Notice, You may terminate this Agreement to be effective as at the next anniversary of Your Commencement Date.

### 15. Termination

- 15.1. We may terminate this Agreement for convenience on at least 2 month's written notice to You, not to be effective before the date that is the next anniversary of Your Commencement Date.
- 15.2. If You are paying Your Licence Fee annually in advance (whether by Automated Payments or otherwise) or by monthly Automated Payments, You may terminate this Agreement on 5 business days' written notice, which may be provided via Your online account or by contacting Us at [onemusic.com.au/contact](https://onemusic.com.au/contact).
- 15.3. If You are a Quarterly Account, You may terminate this Agreement on 1 month's written notice by contacting Us at [onemusic.com.au/contact](https://onemusic.com.au/contact), to be effective at the end of the relevant Quarter.
- 15.4. We may immediately terminate this Agreement by notice, if You:
  - fail to pay any sum when due under this Agreement within 14 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, subject to any

- applicable statutory stay on the exercise of rights, including ss 415D, 434J and 451E of the *Corporations Act 2001* (Cth) (as applicable); or
- d. being an individual, commit any act of bankruptcy or enter into a scheme of arrangement with creditors.
- 16. Dispute Resolution**
- 16.1. 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 16.2.
- 16.2. If any dispute arises out of or in connection with this agreement, either party may submit that dispute to the alternative dispute resolution mechanism. Information about the mechanism can be obtained from [www.resolutionpathways.com.au](http://www.resolutionpathways.com.au).
- 17. Notices**
- 17.1. Any notice or other communication to or by a party under this Agreement must be in writing addressed to the other party.
- 17.2. All notices to Us must be sent to:
- OneMusic  
Locked Bag 5000 Strawberry Hills NSW 2012  
[hello@onemusic.com.au](mailto:hello@onemusic.com.au)
- 17.3. 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.
- 18. Confidentiality**
- 18.1. Subject to clause 18.2, 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.
- 18.2. 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.
- 19. 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 OneMusic and will not be disclosed to any third parties except in accordance with the privacy policy of OneMusic. The privacy policies can be obtained from the OneMusic website [onemusic.com.au/about/privacy-policy](http://onemusic.com.au/about/privacy-policy).
- 20. Miscellaneous**
- 20.1. 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.
- 20.2. Subject to clause 14, this Agreement may only be varied by the written agreement of the parties.
- 20.3. 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.
- 20.4. 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.
- 21. Definitions**
- In this Agreement:
- Act** means the *Copyright Act 1968*;
- Agreed Rate** means the interest rate for overdrafts as published by the Reserve Bank of Australia (as identified by the RBA's mnemonic FILRSBVOO), calculated on daily rests from the due date to the date of payment.
- Agreement:**
- a. in circumstances where You have completed a OneMusic 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;
  - b. in circumstances where You have completed a OneMusic licence agreement on the OneMusic online portal, Agreement means the information:
    - i. declared by You in response to the portal questions;
    - ii. the licence "Cover" page; and
    - iii. these Terms of Use; and
  - c. in all cases, includes any statements or declarations provided under clauses 11, 12 or 13 of these Terms of Use;
- AMCOS** means Australasian Mechanical Copyright Owners Society Limited;
- AMCOS Works** means all Works the right of reproduction of which for the purposes of this agreement are controlled by AMCOS for Australia;
- APRA** means Australasian Performing Right Association Limited;
- APRA AMCOS Rights** means a licence:
- a. from APRA to Perform in Public and Communicate to the public any APRA Works; and
  - b. from AMCOS to Reproduce any AMCOS Works and to Communicate to the public and Reproduce any PM Sound Recordings;
- APRA Works** means all Works in respect of which the rights of Perform in Public and Communicate to the public are owned or controlled by APRA for Australia;
- Automated Payment** means the payment option where You have provided Us with the authority to automatically debit your bank account (via a Direct Debit Request) or Your credit card for the monthly or annual Licence Fee payments;

- Automated Payments Terms and Conditions** means the terms and conditions applicable to payments made by You in accordance with Your Automated Payment option;
- Communicate** has the same meaning as in the Act;
- Commencement Date** means the date in which Your Music Cover commenced, as declared by You under 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;
- Direct Debit Request Service Agreement** means the document that sets out terms and conditions applicable to Your Direct Debit Request;
- Direct Debit Request** means the direct debit authority agreement between Us and You for Us to automatically debit Your nominated bank account in accordance with the terms of the Direct Debit Request Service Agreement;
- Dramatic Context** means:
- a. in conjunction with a presentation on the live stage that has:
    - i. a storyline; and
    - ii. one or more narrators or characters; or
  - b. as a ballet;
- Exhibit** means to cause a Music Video, in so far as it consists of visual images, to be seen in public and, in so far as it consists of sounds, to be heard in public;
- Grand Right Work** means a Work that is comprised by words and music that have been written expressly for an opera, operetta, musical play, revue or pantomime;
- 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;
- Licence Fee** means, subject to the terms of these Terms of Use, the total fees payable by You as calculated in accordance with the relevant Music Cover for each Licence Period during the Term as declared by You;
- Licence Period** means a period of 12 months commencing on the Commencement Date and, as relevant, each anniversary of the Commencement Date during the Term;
- Licensed Rights** means, as relevant to any particular Music Cover, APRA AMCOS Rights and PPCA Rights;
- Music Cover** means the uses of music as declared by You under the Agreement;
- 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** means APRA trading as OneMusic as authorised by AMCOS and PPCA;
- Perform in Public** means to perform APRA Works in public and to cause to be heard PPCA Protected Sound Recordings and/or PM Sound Recordings in public;
- PM Sound Recording** means any sound recording of an AMCOS Work that is Production Music;
- PPCA** means Phonographic Performance Company of Australia Limited;
- PPCA Label** means those labels owned or controlled by a PPCA Licensor listed on the PPCA website [www.pcca.com.au/labels/list-of-licensors/](http://www.pcca.com.au/labels/list-of-licensors/), as amended from time to time;
- PPCA Licensor** means those licensors listed on the PPCA website [www.pcca.com.au/labels/list-of-licensors/](http://www.pcca.com.au/labels/list-of-licensors/), as amended from time to time;
- 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;
  - c. Communicate to the public PPCA Sound Recordings; and
  - 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;
- 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;
- Quarter** means each 3 calendar month periods during the term with the first Quarter commencing on the Commencement Date;
- Quarterly Account** means You, if You have opted to pay your Licence Fee each Quarter in arrears as contemplated in clause 7;
- Quarterly Usage Report** has the meaning as set out in clause 12.1;
- Reporting Date** means 14 days after the end of the relevant Quarter during the Term;
- Reproduce** means to copy AMCOS Works, PPCA Sound Recordings and/or PM Sound Recordings;
- Sound Recording** has the same meaning as in the Act; and
- Works** means a musical work and any literary work normally associated with it by the copyright owner for Australia (or part of a musical work and associated literary work), and a reference to a Work includes a reference to a share in any such Work.

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