

Email your completed Music Licence to 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 _____

Contact Person

Full name _____
Role _____
Phone Number _____
Email _____

Invoice Recipient (if different to Contact Person)

Full name _____
Role _____
Phone Number _____
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

Licence Fees under this Music Licence are payable annually in advance.

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

Councils









This is an agreement for a licence for the use of Music for Councils as set out below.

All capitalised terms in his Agreement are defined in Clause 18 of Part C below.

All figures are quoted inclusive of GST. For more information about the Councils licence please read our Information Guide at onemusic.com.au/licences/Councils and for uses of music not covered under this Licence, read our Information Guides at onemusic.com.au.

This agreement consists of **Part A** (Your Council information), **Part B** (Licence Fees, Supply of Information, Reporting and Your population information) and **Part C** (Terms of Use).

Music for Councils

Council Facilities	Council Events	Authorised Third Party Events
<ul style="list-style-type: none">  Playing Background Music at a Council Facility  Playing Workplace Music in a Council Facility  Telephone on Hold  Digital Copy/Delivery for 2,000 tracks  Exhibition of Music Videos at a Council Facility  Music in Classes at Council Fitness Centres (see definition below)  Website Use 	<ul style="list-style-type: none">  Playing Background Music at Council Events  Playing Featured Music at Council Events (Excludes Excluded Events)  Exhibition of Music Videos at Council Events (Excludes Excluded Events)  Free Film Screenings by the Council at Council Events  Music played by authorised street performers within the boundaries of the LGA <p>Does not include music at Excluded Events</p>	<ul style="list-style-type: none">  Playing Background Music at Authorised Third Party Events  Playing Featured Music at Authorised Third Party Events (Excludes Excluded Events)  Exhibition of Music Videos at Authorised Third Party Events (Excludes Excluded Events) <p>Does not include music at Excluded Events</p>

Licence Fees

The Licence Fees for Music for Councils for each Licence Period is the relevant Per Person Rate for Your LGA multiplied by the percentage of LGA population, subject to the Minimum Annual Fee.

Council Facilities	Per Person Rate				Minimum Annual Fee
	Rural LGA		Urban LGA		
	80% of LGA Population	20% of LGA Population	80% of LGA Population	20% of LGA Population	
1 July 2026 - 30 June 2027	\$0.17	\$0.14	\$0.21	\$0.17	\$402.37

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

Your music use

You need to provide the following information as set out below.

LGA Population and Type

Please provide the LGA Population as at the Commencement Date and indicate whether Your LGA is a Rural LGA or Urban LGA:

LGA Population at Commencement Date		
Urban LGA	Rural LGA	
<input type="radio"/>	<input type="radio"/>	

In calculating your Total Licence Fees, please note the separate rates that apply to 80% of the LGA Population and 20% of the LGA Population (see table above).

Information and reporting

In accordance with clause 9.2 of the Terms of Use, You must collect and retain the following information and provide it to OneMusic Australia on written request at any time during the Term:

- a. details of all Council Facilities within the boundaries of Your Local Government Area, including addresses;
- b. details of all Council Events and Authorised Third Party Events occurring in the relevant Licence Period, including summaries of expenditure for Live Artist Performers; and
- c. the number of people residing within Your Local Government Area in the Licence Period immediately preceding the relevant Licence Period.

If You become aware of any event using music within the boundaries of the Local Government Area (an Excluded Event or otherwise), You must notify Us as soon as possible, and in any case prior to the staging of that event.

PART C - Terms of Use

1. Grant of licence

1.1. The following terms and conditions (**Terms of Use**) apply to the *OneMusic Councils* music licence. To the extent of any inconsistency between the *OneMusic Terms of Use* applicable to other licensing categories, the terms of these *Terms of Use* will prevail to the *OneMusic Councils* music licence.

1.2. Subject to these *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:

- a. any right or music use not declared as Your Music Cover under this Agreement;
- b. the use of any:
 - i. Grand Right Work in its entirety, except by means of a theatrically released Film;
 - ii. musical work in a Dramatic Context, except by means of a theatrically released Film;
 - iii. 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;
 - iv. choral work of more than 20 minutes duration in its entirety;
 - v. Work so as to burlesque or parody the Work; or
 - vi. 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 12 of these *Terms of Use (Term)*.

4. Licence Fee

4.1. Your Licence Fee for each Licence Period is calculated in accordance the rates and rate structures applicable to Your Council and Your LPA Population.

4.2. 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 Your Facility and Event Statement supplied accordance with clause 9 or the process set out under clause 10, as relevant.

4.3. Subject to clause 4.4 below, We may increase the GST-exclusive component of any fees or rates expressed in the form of \$ on 1 July 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**).

4.4. Any CPI Adjustment applied to fees or rates in accordance with clause 4.3 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. Annual in Advance Payments

6.1. We will issue a You with a tax invoice for the Licence Fee for each Licence Period at the commencement of that Licence Period during the Term.

6.2. You must pay Us Your annual Licence Fee within 30 days from the date of the tax invoice sent to You under clause 6.1 above, which is payable either:

- a. directly to Our bank account; or
- b. by credit or debit card (Visa or MasterCard only).

7. Other fees and charges

7.1. We may charge You interest at the Agreed Rate on any amount that remains unpaid after the due date for each tax invoice.

7.2. 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.

7.3. 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.

8. Refunds

If You terminate the Agreement in accordance with clause 12.2, We will refund any unused portion of Your paid Licence Fee, provided that any such amount is greater than \$55.

9. Supply of Information

9.1. 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.

9.2. You must collect and retain the following information and provide it to Us on written request at any time during the Term:

- a. details of all Council Facilities within the boundaries of the LGA, including addresses;
- b. details of all Council Events occurring in that Licence Period, including summaries of expenditure for Featured Artist Performers;

c. details of all Authorised Third Party Events occurring in that Licence Period, including summaries of expenditure for Featured Artist Performers; and

d. the number of people residing within Your Local Government Area in the 3 Licence Periods immediately preceding the relevant Licence Period,

(Facility and Event Statement).

9.3. If at any time during the Term, You become aware of any event using music within the boundaries of the Local Government Area that is not covered under the terms of this Agreement, whether because it is an Excluded Event or otherwise, You must notify Us as soon as possible, and in any case prior to the staging of that event.

9.4. We may by written notice to You update Your Licence Fees, based on the revised information arising as a result of clause 9.2(d) above (Revised Licence Fees).

9.5. In respect of any difference between the Licence Fees issued in accordance with clause 4.1 and the Revised Licence Fees for a particular Licence Period, *OneMusic* will:

- a. provide you with a refund within 14 days; or
- b. issue a tax invoice for the difference, payable to *OneMusic* within 30 days.

10. Records and Audit or examination

10.1. 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.

10.2. 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:

- a. the audit or examination establishes that the amounts payable to Us were understated by more than 10%; or
- b. if You have failed to supply any information required to be provided under this Agreement.

10.3. 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.

11. Variation by Us

11.1. 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 4.3, any rates and/or minimum fees specified as applying to Your Music Cover), provided that:

- a. We provide You with reasonable notice of any such amendments (**Amendment Notice**); and
- b. any and all changes as notified in an Amendment Notice will take effect no earlier than the next anniversary of Your Commencement Date.

11.2. 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.

12. Termination

12.1. 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.

12.2. 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.

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

- a. fail to pay any sum when due under this Agreement within 14 days after the due date;
- b. breach any other term of this Agreement and fail to remedy the breach within 7 days after being requested in writing to do so by Us;
- c. go into liquidation, have a receiver or receiver and manager appointed to You or any part of Your assets, enter into a scheme of arrangement with creditors or suffer any other form of external administration, subject to any applicable statutory stay on the exercise of rights including sections 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.

13. Dispute Resolution

13.1. 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 13.2.

13.2. 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.

14. Notices

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

14.2. All notices to Us must be sent to:

OneMusic
Locked Bag 5000 Strawberry Hills NSW 2012
hello@onemusic.com.au

14.3. 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.

15. Confidentiality

15.1. Subject to clause 15.2, 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.

15.2. 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.

16. 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.

17. Miscellaneous

17.1. 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.

17.2. Subject to clause 11, this Agreement may only be varied by the written agreement of the parties.

17.3. 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.

17.4. 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.

18. 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 FILRSBV00), 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 9 or 10 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;

Authorised Third Party Event means any event held by a third party that is hiring or otherwise using a Council Facility of activities and/or events that have been pre-authorised by the Council;

Background Music means music (recorded or otherwise) music used at a Council Facility, Council Event or Authorised Third Party Event that is not used as a prominent feature and/or characteristic part of the entertainment of the facility or event or otherwise advertised to the general public as forming part of the entertainment of the facility and/or event;

Background Stream means a linear stream of music selected by You for the sole purpose of background on Your website, provided that the stream:

- a. does not directly generate revenue as a result of the streamed music;
- b. comprises at least 10, but no more than 15 PPCA Sound Recordings;
- c. comprises no more than one PPCA Sound Recording by a particular artist or group;
- d. does not include infringing copies of PPCA Sound Recordings; and
- e. is only used on the website in a manner that:
 - i. is independent of the users' progress;
 - ii. is not associated with any particular part of the website, including without limitation, the homepage;
 - iii. does not act to synchronise PPCA Sound Recordings with any image or video on the website; and
 - iv. does not allow a user to choose which PPCA Sound Recordings they hear, or the times at which they hear them, or be otherwise able to control the nature and timing of the PPCA Sound Recordings played on the website;

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;

Council means the local government area council with the legal name as declared in Part A above;

Council Child Care Centre means a Council operated not-for-profit child care facility within a Council Facility or otherwise within the boundaries of the Local Government Area;

Council Event means an event produced, controlled and operated by Council within the boundaries of the Local Government Area;

Council Facility means a premises which comprise Council offices or such other facility within the boundaries of the Local Government Area that is owned and operated by Council, such as Council chambers, libraries, community halls and function centres, warehouses, Local Sports Grounds, Council Child Care Centres and Council Fitness Centres;

Council Fitness Centre means any fitness centre operated by Your Council and through which disadvantaged members of the community are able to access low-fee concessional memberships for their use of that facility;

Dance and Performance Instructor means a person that operates their own business providing instruction for dance and dance performances at several separate locations;

Dance and Performance School means a business whose purpose is to provide instruction for dance and dance performance;

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);

Dramatic Context means:

- a. in conjunction with a presentation on the live stage that has:
 - i. a storyline; and
 - ii. one or more narrators or characters; or
- b. as a ballet;

Entry Fee means a compulsory fee charged for admission including but not limited to a ticket price, membership fee or cover charge;

Excluded Event means any event or series of events that:

- a. uses recorded music for the purpose of dancing (as licensed under OneMusic's Recorded Music for Dance Use music licence), unless the event is specifically for under 18s, such as a blue light disco;
- b. a dance class, recital or concert operated by a Dance and Performance School or a Dance and Performance Instructor;
- c. a fitness or lifestyle class that uses music and is operated by a fitness or lifestyle instructor, unless it is at a Council Fitness Centre; or
- d. an event with a Live Artist Performer where:
 - i. the Gross Expenditure on Live Artist Performers is more than \$50,000 aggregate for that event; or
 - ii. there is an Entry Fee with an advertised price of more than \$40 per person; or
 - iii. there is an Entry Fee with an advertised price of \$40 per person or less and the Gross Expenditure on Live Artist Performers/s is more than \$6,000 in aggregate for that event;

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;

Facility and Event Statement means a written statement which includes the information set out in clause 9.2 of these Terms of Use;

Featured Music means recorded music and/or music performed by Live Artist Performer that is used as a prominent feature and/or characteristic part of the entertainment or facility or as otherwise advertised to the general public as forming part of the entertainment or facility;

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

Film Screenings means screening of Films within the boundaries of the Local Government Area by, or on behalf of, Council where no compulsory Entry Fee is charged;

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*;

LGA Population means the population of the Local Government Area as determined by Us using the lowest available annual figures published by the Australian Bureau of Statistics Catalogue Number 3218.0 anytime during the three years preceding the relevant Licence Period or, in circumstances where that information is not available to Us, the most recent population reported to Us in Part B of this Agreement or Your Facility and Event Statement;

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;

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

Local Government Area means a local governing body as defined under the Local Government (Financial Assistance) Act 1995 (Cth) and includes the Australian Capital Territory.

Local Sports Grounds means a sporting ground within the boundaries of the Local Government Area that:

- a. has a seating capacity of less than 1000 seats; or
- b. is otherwise being used at the relevant time for a local community-based sporting event;

Minimum Annual Fee means the minimum amount payable for Music for Councils;

Music Cover means the uses of music as declared by You under the Agreement;

Music for Councils means the use of music and/or Music Videos as follows:

- a. Background Music and Exhibition of Music Videos at:
 - i. Council Facilities;
 - ii. Council Events; and
 - iii. Authorised Third Party Events;
- b. Featured Music at;
 - i. Council Events (other than Excluded Events); and
 - ii. Authorised Third Party Events (other than Excluded Events);
- c. Workplace Music and Telephone on Hold in Council Facilities;
- d. as played by authorised street performers within the boundaries of the LGA;
- e. Music in Classes at Council Fitness Centres;
- f. Film Screenings by the Council at Council Events; and
- g. as Website Use;

Music in Classes means music used in association with an exercise class (including music supplied by companies that offer pre choreographed group fitness services);

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;

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 <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 <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 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;

PM Sound Recordings means any sound recording of AMCOS Work that is Production Music;

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;

Reproduce means to copy AMCOS Works, PPCA Sound Recordings and/or PM Sound Recordings;

Rural LGA means any Local Government Area located within rural areas of Australia as defined by the Schedule to the Australian Classification of Local Governments report, being those Local Government Areas with the following classifications: RSG, RAS, RAM, RAL, RAV, RTX, RTS, RTM and RTL;

Sound Recording has the same meaning as in the Act;

Telephone on Hold means music used on a telephone on hold system, whether sourced from radio or a recorded source (excluding from a Music Video);

Urban LGA means any Local Government Area that is not a Rural LGA;

Website Use means as a Background Stream on Your websites that have the primary purpose of delivering Council-related information to the general public;

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; and

Workplace Music means music used:

- a. as background music in offices, workstations, warehouses, lunchrooms, workshops and similar areas; b. in corporate presentations, training sessions and internal intranet;
- b. communicate background music in real time via secure networks for the benefit of the licensee's employees and board members, during remote staff/board meetings, staff training, and presentations to which the general public are not admitted; and
- c. by means of Featured Music at free non-ticketed Council employee events, provided that no more than \$50,000 is spend on the Live Artist Performer/s at the event.

OFFICE USE ONLY