

EXERCISE FACILITY MUSIC LICENCE

This is a licence from OneMusic which grants You a licence for the Licensed Rights in accordance with clause 1 of the Terms of Use.

- Where multiple premises are to be covered under this music licence, a schedule must be attached providing the relevant details of each premises.
- Rates for Background Music, Virtual / On-Demand Services, Group Fitness Classes and Independent Personal Trainer / Instructors apply to the period 1 April 2026– 31 March 2027. Rates for Digital Delivery apply to the period 1 October 2025 - 30 September 2026.
- Rates set out in Section 1 below are inclusive of 15% GST and may increase in line with Consumer Price Index (CPI) each year in accordance with clause 4.4 of the Terms of Use.

1 Your premises details

1 What type of music use applies to you? Tick all that apply.

BACKGROUND MUSIC

VIRTUAL / ON-DEMAND SERVICES

GROUP FITNESS CLASSES

| RATES SCHEDULE | PER ANNUM RATE | MINIMUM ANNUAL RATE |
|---|-----------------------|---------------------|
| Background Music | \$1.88 per member | \$431.17 |
| Virtual / On-Demand Services | \$0.1523 per member | \$73.08 |
| Group Fitness Classes | \$3.43 per class | \$73.08 |
| Independent Personal Trainer / Instructor | \$263.08 | |
| Digital Delivery | \$350.07 per premises | |

2 How many members do you have?

3 How many Group Fitness Classes do you hold each year?

4 Do you download, copy or access an online streaming service to play music in your business? YES NO

DEFINITIONS

- Personal trainers/instructors operating exclusively within Exercise Facilities will be covered by the Exercise Facility Licence.
- Personal trainers/instructors operating independently and running 4 or less sessions per week are to register with REPs for coverage under the REPs licence.
- If more than 50% of users of an Exercise Facility are non-members, users will be deemed to be a member if they use the Exercise Facility more than once per week.
- A **Group Fitness Class** is defined as a structured form of scheduled group exercise conducted in a class environment with two or more participants.
- A **Virtual / On-Demand service** is defined as an on-demand structured form of group exercise delivered by audio visual means, where an instructor or staff member is not present to guide or supervise participants. Where the class does have an instructor or staff member present this is defined as a Group Fitness Class.
- **Digital Delivery** means the reproduction of AMCOS Works and RMNZ Sound Recordings by way of copying music from one physical or electronic source to another, downloading music or by accessing a stream of music from a music streaming service.

2 Contact details and acknowledgement

LEGAL NAME OF COMPANY / PARTNERSHIP / SOLE TRADER / TRUSTEE(S) (My Business)

Please match your Companies Office or other entity registration name exactly

NZ BUSINESS NUMBER (NZBN)

TRADING NAME (Applicant)

PHYSICAL ADDRESS

POSTCODE

When did you start playing music?

COMMENCEMENT DATE

/ /

POSTAL ADDRESS (Leave blank if the same as physical address)

POSTCODE

PHONE

EMAIL ADDRESS

MOBILE

SIGNATURE

DATE SIGNED

/ /

I acknowledge that I have read the Terms of Use and confirm I am authorised to enter into this Music Licence and agree to be bound on behalf of My Business.

PRINT NAME IN FULL

JOB TITLE OR POSITION

This Agreement commences on the Commencement Date in accordance with clause 3 of the Terms of Use

3 Return this form to OneMusic by email or post (details below)

1. GRANT OF LICENCE

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 New Zealand 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) performance by way of a live performer, DJ or karaoke where there is an advertised ticket price of \$35 or more (in such cases a separate APRA Event Licence will be required and, if sound recordings are used, the permission of rights holders is required, which can be obtained via a Recorded Music NZ Special Event Licence);
- c) 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;
- d) the use of APRA Works or RMNZ 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 including a political party or cause;
- e) the right to sub-license anyone else to Perform or Communicate the Licensed Rights under this Agreement;
- f) the Reproduction of any Works or Sound Recordings in connection with an Advertisement; or
- g) the right to engage in, authorise or permit the performance, communication, distribution or sale or copying of any pirate, counterfeit or bootleg music, or perform or communicate music that has been downloaded from sites on the internet that are engaged in the unauthorised supply of music.

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 8.2.
- 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 the CPI Date 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 during each Licence Period using Your preferred payment option, which is either via:
 - a) Your nominated bank account in accordance with Your Direct Debit Authority and the Automated Payments Terms and Conditions; or
 - b) by credit or debit card (Visa or MasterCard only) in accordance with the Automated Payments Terms and 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 ACCOUNTS

- 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:

- a) the most recent Quarterly Usage Report that has been received by Us in respect of Your Music Cover; or
- b) 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:

- a) directly to Our bank account; or
- b) 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:

- a) directly to Our bank account; or
- b) 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 \$57.50.

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 (**Music Cover Review**).

- 11.3. In circumstances where You have not responded to an Information Confirmation Request, or where Your response would mean You are not appropriately licensed for Your uses of music, We may update Your Licence Fee, based Our reasonable estimate of the Music Cover required for your business.

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:

- 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.

- 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 any and all changes 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, 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 contact@onemusicnz.com.
- 15.3. If You are a Quarterly Account, You may terminate this Agreement on 1 month's written notice by contacting Us at contact@onemusicnz.com, 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; or
 - being an individual, commit any act of bankruptcy or enter into a scheme of arrangement with creditors.

16. DISPUTE RESOLUTION

- 16.1. If any dispute arises out of or in connection with this agreement, either party may submit that dispute to the alternative dispute resolution mechanism as detailed on our website at www.onemusicnz.com.

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
PO Box 6315, Victoria Street West,
Auckland 1142
contact@onemusicnz.com
- 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:
- disclosed to Our licensing partners, auditors and other professional advisers; and
 - 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 2020*. 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 policy can be obtained from the OneMusic website onemusicnz.com/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 New Zealand and the parties agree to submit to the non-exclusive jurisdiction of New Zealand.

21. DEFINITIONS

In this Agreement:

Act means the Copyright Act 1994;

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 charged by the Reserve Bank of New Zealand, calculated on daily rests from the due date to the date of payment

Agreement:

- in circumstances where You have completed a OneMusic licence agreement in paper or PDF format, Agreement means Part 1, 2 and 3 of that document and any and all schedules, attachments and/or annexures;
- in circumstances where You have completed a OneMusic licence agreement on the OneMusic online portal, Agreement means the information:
 - declared by You in response to the portal questions;
 - the licence "Cover" page; and
 - these Terms of Use; and
- in all cases, includes any statements or declarations provided under clauses 11, 12 or 13 of these Terms of Use;

AMCOS means AMCOS New Zealand Limited;

AMCOS Works means all Works the right of reproduction of which for the purposes of this agreement are controlled by AMCOS for New Zealand;

APRA means APRA New Zealand Limited;

APRA AMCOS Rights means a licence from:

- APRA to Perform in Public and Communicate to the public any APRA Works; and
- 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 New Zealand;

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 means to transmit or make available by means of a communication technology, including by means of a telecommunications system or electronic retrieval system, and **Communication** has a corresponding meaning;

Commencement Date means the date in which Your Music Cover commenced, as declared by You under this Agreement;

Consumer Price Index means the Consumer Price Index of that title All Groups published by the New Zealand Department of Statistics, and December Quarter means quarter year ending 31 December;

CPI Date means in respect of the rates that apply to:

- any Music Cover under the OneMusic *Funeral Service* Music Licence, OneMusic *Council* Music Licence or the OneMusic *Low Power Radio Station* Music Licence, 1 July;
- the Digital Delivery component only of OneMusic *Exercise Facility* Music Licence, 1 October;
- any other component of the OneMusic *Exercise Facility* Music Licence, 1 April; or
- all other licence schemes offered by OneMusic, 1 October;

Direct Debit Authority means the authority you have provided to Us for Us to automatically debit your nominated bank account;

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;

Film has the same meaning as 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;

GST Act means the *Goods and Services Tax Act 1985*;

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 RMNZ Rights;

Music Cover means the uses of music as declared by You under the Agreement and including any amendments made by Us in accordance with clause 11.3;

Music Cover Review has the meaning set out in clause 11.2;

Music Video means a Film 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 RMNZ Rights Holder in New Zealand, or is authorised to grant rights to third parties in New Zealand, which may vary from time to time during the Term;

OneMusic means APRA trading as OneMusic New Zealand as authorised by AMCOS and RMNZ;

Perform in Public means to perform APRA Works in public and to cause to be heard RMNZ Sound Recordings and/or PM Sound Recordings in public;

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;

Quarter means each 3 calendar month periods during the term with the first Quarter commencing on the Commencement Date;

Quarterly Account means You, if your Licence Fee is payable each Quarter in arrears as contemplated in clause 7;

Quarterly Usage Report has the meaning as set out in clause 12.1;

Recorded Music NZ Special Event Licence means the licence agreement available online recordedmusic.co.nz/portfolio/special-events;

RMNZ means Recorded Music New Zealand Limited;

RMNZ Rights means a licence from RMNZ for the right to:

- Reproduce and Communicate in order to Perform in Public any RMNZ Sound Recordings;
- Perform in Public RMNZ Sound Recordings;
- Communicate to the public RMNZ Sound Recordings; and
- show Music Videos to the public;

RMNZ Rights Holder means any person, company or organisation that exclusively owns or controls rights in New Zealand, or is authorised to grant rights to third parties in New Zealand, in any Sound Recording or Music Video and grants a licence of those rights to RMNZ for RMNZ to use and sub-license those rights;

RMNZ Sound Recordings means any Sound Recording in which the copyright is owned or controlled by a RMNZ Rights Holder in New Zealand, or is authorised to grant rights to third parties in New Zealand, which may vary from time to time during the Term;

Reporting Date means 14 days after the end of the relevant Quarter during the Term;

Reproduce means to copy AMCOS Works, RMNZ 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 New Zealand (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.