

NOTICE OF LODGMENT
AUSTRALIAN COMPETITION TRIBUNAL

This document was lodged electronically in the AUSTRALIAN COMPETITION TRIBUNAL and has been accepted for lodgment pursuant to the Practice Direction dated 13 July 2026. Filing details follow and important additional information about these are set out below.

Lodgment and Details

Document Lodged:	Application to Tribunal for Review
File Number:	ACT 2 of 2026
File Title:	APPLICATION BY HEART MUSIC GROUP LIMITED
Registry:	VICTORIA – AUSTRALIAN COMPETITION TRIBUNAL



REGISTRAR

Dated: 1/10/2026 12:14 PM

Important information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Tribunal and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

FORM I

(subregulation 20(1))

APPLICATION TO TRIBUNAL FOR REVIEW

Review of APRA authorisation AA1000661

1. Heart Music Group Limited (HMG) applies to the Australian Competition Tribunal under section 101 of the Competition and Consumer Act 2010 for review of the Australian Competition and Consumer Commission's (ACCC) determination dated 11 September 2026 concerning the Australasian Performing Right Association Limited (APRA), Commission file AA1000661 (Final Determination). References to conditions are to Attachment B of that determination.¹
2. (a) HMG was not the applicant for the authorisation to which the determination relates.
(b) HMG's interest in the determination is as follows:
 - (i) HMG represents creators and directly licenses musical works (compositions) and sound recordings, which involve separate copyright permissions. It supplies music to commercial users, records which tracks they play and distributes licence revenue to participating creators.
 - (ii) The Final Determination records that HMG's platform connects creators with commercial background-music users and competes with part of APRA's licensing business.²
 - (iii) The ACCC identifies HMG and PACE as developing potential competitors and recognises the risk that APRA can delay or prevent their access to members' rights even where those members consent.³
 - (iv) HMG acts as creators' agent and seeks access through licence-back and opt-out. Licence-back permits specified uses of rights assigned to APRA; opt-out withdraws rights within a selected category. HMG needs timely, neutral processing across many creators and works to build and administer a competing catalogue.
 - (v) The Final Determination records HMG's evidence that APRA's administrative processes had prevented it from competing for over 12 months and that direct-dealing processes were not workable at scale without stronger safeguards.⁴
 - (vi) HMG made submissions and participated in the pre-decision conference. It sought bulk electronic processing, service standards, workable fee adjustments and direct access to independent dispute resolution. This application concerns the adequacy of the measures adopted in response.⁵
 - (vii) HMG depends on creators having a practical way to license their rights through another intermediary. For co-written works, it seeks a process allowing one writer to license a verified ownership share through HMG while APRA licenses the remaining shares, with all necessary permissions secured.
 - (viii) HMG depends on suppliers being able to obtain repertoire from a competing intermediary and know, before commitment, how their supply tariff and each end customer's

¹ ACCC, Final Determination, Australasian Performing Right Association Limited, application for revocation of AA1000433 and substitution of AA1000661 (11 September 2026). Subsequent references are to this determination. [ACCC public register](#).

² Final Determination (11 September 2026), Attachment A, paragraph 1.1.

³ Final Determination (11 September 2026), paragraph 4.39.

⁴ Final Determination (11 September 2026), Attachment A, paragraphs 1.2–1.3.

⁵ Final Determination, Attachment A, paragraphs 1.8 and 1.11; Attachment B, Conditions 1, 3 and 5.

APRA fee will change. Suppliers need certainty that APRA will continue licensing the balance without adverse terms merely because they license some music elsewhere. Customers, including commercial radio stations, need timely estimates to compare direct-licensing costs plus their remaining APRA charge with existing costs.

- (ix) As a commercial supplier, HMG is also affected where cheaper music sources lacking permission for business use deter customers from switching to compliant supply. Accurate usage reporting matters both to creator payments and to recognising directly licensed music.
3. HMG is dissatisfied with the determination of the Commission in the following respects:
- (a) Collective licensing benefits that could continue with non-exclusive inputs do not justify domestic exclusivity with the present safeguards. Any justified need for exclusive overseas representation should be assessed separately.⁶
 - (b) The ACCC accepts substantial loss of licensing competition and the risk that APRA can obstruct access to consenting members' rights. It gives insufficient weight to the public gains from intermediary competition and leaves competitors exposed to avoidable processing and enforcement costs.⁷
 - (c) The licence-back and opt-out safeguards leave broad withdrawal requirements, co-owner consent barriers and unclear forms. The ACCC does not adequately justify omitting a workable venue-specific opt-out for all members. HMG also seeks separate licensing of a verified co-writer share while protecting other owners and securing all necessary permissions.⁸
 - (d) Condition 3 discloses bulk processes and seeks accessible, timely direct dealing. It does not adequately secure routine processing without additional fees, scalable electronic handling, acceptance of sufficient agency evidence, binding completion periods or protection against restarting valid requests when forms change.⁹
 - (e) The fee-information and consultation duties do not sufficiently secure a practical supplier pathway or advance certainty about reductions in both the supplier's tariff and the customer's fee. HMG seeks coordinated adjustments, protection against adverse licensing terms for using a competitor, proactive communication and a defined radio notification, reporting and adjustment process.¹⁰
 - (f) The dispute-resolution framework permits representatives and already provides fee relief and APRA funding in specified circumstances. HMG seeks express access in an affected intermediary's own capacity, mandatory participation in binding decisions on defined direct-dealing disputes and a default rule that APRA funds reasonable independent resolution charges.¹¹
 - (g) Warnings about consumer streaming services do not adequately address the competitive advantage of supply lacking business-use permission or the resulting barrier to compliant suppliers.

⁶ Final Determination (11 September 2026), paragraphs 2.20 and 4.15–4.17.

⁷ Final Determination (11 September 2026), paragraphs 4.33, 4.39, 4.149 and 4.152.

⁸ Final Determination, paragraphs 2.37 and 4.121–4.125; Attachment A, paragraphs 1.8 and 1.11; Attachment B, Condition 3.

⁹ Final Determination, Attachment B, general provisions (b)–(c), Condition 3 objectives and paragraphs 3.2.1–3.2.2; Condition 5.1.9.4.

¹⁰ Final Determination, paragraphs 4.121–4.124; Attachment A, paragraph 1.6; Attachment B, Conditions 1.1.2.6, 1.2.1.10–1.2.1.12, 1.3.1.5, 1.3.3.5, 3.1.2 and 3.2.

¹¹ Final Determination, Attachment B, definition of Participant and Conditions 5.1.2–5.1.5, 5.1.9–5.1.11; Attachment A, paragraph 1.11.

HMG seeks source verification, proportionate usage reporting and correction duties, with further licensing consequences where legally justified.¹²

- (h) HMG submits that the additional benefits of domestic exclusivity do not outweigh the competitive harm where rights-release pathways are not workable or commercially neutral. Domestic input should be non-exclusive or subject to enforceable conditions making targeted direct licensing comparably straightforward.
4. The determination that HMG is seeking from the Tribunal is as follows:
- (a) **Primary position**
 - (i) HMG seeks variation of the authorisation to remove compulsory exclusive assignment of domestic performing and communication rights. Members should be able to license directly or appoint another intermediary for uses in Australia and New Zealand, retaining justified exclusive representation overseas. The relief concerns the authorised arrangements within the Tribunal's powers; it does not extend to separate New Zealand conduct outside their scope.
 - (ii) HMG seeks the conditions in Attachment A, sections C–F of this report, covering APRA-funded administration, supplier access to directly licensed repertoire, coordinated supplier and customer fee adjustments, protection against adverse terms, radio implementation and independent dispute resolution. Relevant duties should apply under either exclusive or non-exclusive domestic arrangements.
 - (b) **Alternative position**
 - (i) If domestic exclusivity remains authorised, HMG seeks venue-specific opt-out for all members, workable licence-back and binding service periods, with necessary rights checks and neutral treatment making direct licensing comparably straightforward to a non-exclusive appointment.
 - (ii) Under either position, HMG also seeks the conditions concerning compliant music supply and usage reporting explained in Attachment A, section G, and any consequential variation needed to satisfy the public benefit test.
5. Particulars of the facts and contentions upon which HMG intends to rely in support of the application for review, and a statement of the issues as HMG sees them, are attached.
6. HMG's address for service for the purpose of regulation 21 of the Competition and Consumer Regulations 2010 is 66 Barmah Drive, West Wantirna, Victoria 3152.

Documents may be served electronically at marty@heartmusicgroup.net. Electronic Service is preferable where possible.

Telephone: +64224626305

Dated 30 September 2026.



Martin Paul Bryant
Director Heart Music Group

¹² Final Determination, paragraph 4.106; Attachment A, paragraph 1.25; Attachment B, Conditions 1.3.1.8 and 1.3.3.9.

ATTACHMENT A
FACTS, CONTENTIONS AND STATEMENT OF ISSUES

A. The case for review

1. A creator's agreement to license through HMG is only the beginning of a competing offer. APRA must recognise the authority, give effect to any necessary rights release and explain the supplier's and customer's remaining APRA charges in time for them to decide. If those steps are unclear or delayed, either may abandon the offer. HMG's central contention is that the conditions permit direct licensing in principle without sufficiently ensuring that it can work in practice.
2. The Tribunal must decide whether the public benefits of the authorised arrangements outweigh their public detriments, including harm to competition. HMG accepts the benefits of collective rights administration. It submits that the additional benefits of domestic exclusivity do not outweigh the harm where the safeguards relied on to permit competition are not operationally effective or commercially neutral. It seeks non-exclusive domestic administration or enforceable conditions making valid direct licensing comparably straightforward.¹³
3. The ACCC finds that the arrangements eliminate most licensing competition between members and between members and APRA. It recognises the risk that APRA can obstruct emerging intermediaries' access to consenting members' rights, significant limitations in direct dealing, and that Condition 3 is unlikely to restore the potential competition lost. Those findings require close examination of whether the conditions sufficiently reduce the harm.^{14,15}
4. The existing guidance, consultation and dispute-resolution duties are useful. HMG seeks additional duties requiring completion of the steps needed for a valid transaction, within defined periods and with effective independent correction. These are proposed conditions directed to the competitive effects of APRA's authorised arrangements.¹⁶
5. HMG relies on its experience to identify barriers other intermediaries may also face. Its claim concerns avoidable costs and lost opportunities caused by processes APRA controls, rather than the ordinary costs of attracting customers and building a business. This application seeks changes to the authorisation for the future; it does not seek damages or determination of HMG's individual commercial claims.

B. Domestic choice and overseas representation

6. A non-exclusive domestic model would allow APRA to aggregate members' rights, issue blanket licences covering its catalogue, monitor use, enforce rights and distribute royalties. Members could also appoint another intermediary for identified domestic rights or opportunities.

¹³ Competition and Consumer Act 2010 (Cth), sections 90(7)–(8), 101(3), 102(1) and 102A; Final Determination, paragraphs 5.3–5.5.

¹⁴ Final Determination (11 September 2026), paragraphs 4.33, 4.39, 4.149 and 4.152.

¹⁵ Final Determination (11 September 2026), paragraphs 2.37 and 4.121–4.124; Condition 3, objectives and paragraphs 3.1.1–3.2.2.

¹⁶ Final Determination, Attachment B, general provisions (b)–(c) and Conditions 1, 3 and 5.

HMG contends that these collective functions can continue without making APRA the only intermediary a creator may appoint.¹⁷

7. Paragraphs 4.16–4.17 acknowledge non-exclusive acquisition as an alternative but attribute additional scale and enforcement efficiencies to exclusivity, together with uncertainty about participation in international arrangements. HMG’s objection is to the weight given to those additional benefits against the loss of domestic choice. Benefits that would remain under non-exclusive administration cannot, by themselves, justify that loss. Any efficiencies genuinely lost, additional administration and transition costs must also be assessed.¹⁸
8. Domestic licensing and overseas representation are different arrangements. If an overseas agreement requires exclusive representation of APRA members abroad, that does not establish why the same members must give APRA exclusive authority for domestic use. The rights and territories concerned should be identified, and domestic non-exclusivity considered while retaining justified overseas exclusivity. HMG does not seek authority to license foreign societies’ catalogues without permission; membership and reciprocal agreements may require amendment.
9. The New Zealand Commerce Commission’s public submission recognises that domestic collective-management efficiencies could potentially be achieved without requiring creators to assign rights exclusively. It separately acknowledges possible exclusivity requirements for cross-border arrangements. Its analysis supports examining the domestic restriction separately, while leaving its necessity and the appropriate outcome for assessment.¹⁹
10. Concurrent licensing requires reliable records of the rights, customer and period covered by each appointment. Usage reporting and reconciliation should prevent charging twice for the same licensed use. The cost of managing that overlap must be weighed against the competition and choice lost by prohibiting a second appointment; overlap should not be treated as an automatic reason to retain exclusivity.
11. Where a creator funds a work without APRA financing it, the creator bears the investment risk. Exclusive assignment restricts that creator’s ability to earn from another licensing opportunity when the rights cannot be released in time. HMG contends that this loss of commercial choice is a substantial public detriment, especially where the safeguards are impractical. APRA’s role in administering the work does not itself justify preventing its creator from choosing another domestic licensing service. The restriction is particularly significant for members receiving little or no royalty income from APRA. Where such a member identifies a willing customer, an ineffective rights-release process can prevent them from earning income through another licensing service while APRA retains exclusive control of their rights. HMG contends that the assessment must consider this lost opportunity, rather than treat the size of APRA’s membership or catalogue as sufficient evidence of benefit to individual creators. The public benefit lies in

¹⁷ Final Determination, paragraphs 4.15–4.17 and 4.27–4.28.

¹⁸ Final Determination (11 September 2026), paragraphs 4.15–4.17.

¹⁹ New Zealand Commerce Commission, public submission (12 March 2026), paragraphs 16–19 and footnote 4 (pp 5–6). Public submission.

effective rights administration and meaningful earning opportunities, not merely the accumulation of exclusive rights.

12. Effective intermediary competition can give creators a choice of licensing representative and let customers compare price, service and repertoire. It can also encourage investment in usage reporting and more efficient royalty administration. These are potential gains for the market as a whole. HMG contends that the ACCC does not adequately assess the loss of those gains when competing offers depend on unreliable rights-release processes. When an intermediary must spend resources obtaining agreed rights or seeking regulatory intervention to make a safeguard work, those resources are diverted from developing services and competing for customers. That avoidable cost reduces member choice and can deter entry altogether.²⁰
13. These safeguards are longstanding. The Tribunal required limited direct dealing in 1999–2000, followed by four ACCC reauthorisations in 2006, 2010, 2014 and 2020, before the present 2026 determination. In 2020, the ACCC found the mechanisms unlikely to impose a significant competitive constraint for most users and identified easier aggregation of members' rights as necessary for broader direct dealing. APRA has had more than 25 years to develop these safeguards. Their existence, further guidance and future monitoring do not establish their effectiveness during the present five-year authorisation.²¹
14. Paragraph 4.39 says it is not the ACCC's role to facilitate a particular business model. That does not answer HMG's case. The authorisation protects APRA's exclusive arrangements and makes consenting members and competing intermediaries dependent on APRA's processes. Binding, neutral rights-release requirements would remedy that identified detriment for all members and qualifying intermediaries, without guaranteeing HMG's success or requiring the ACCC to manage a business. The conditioning power permits measures reducing detriments of authorised conduct. Deferring the issue to a later authorisation leaves the present barrier intact.²²

C. Practical rights release and bulk administration

15. Licence-back requires advance information, co-owner consent and potentially a fee. Opt-out requires at least three months' notice, a minimum 12-month duration and withdrawal of all works within the selected category, with co-owner consent and a possible fee. Members also assume responsibility for co-owners' direct-licensing royalties. A creator pursuing one opportunity may therefore have to coordinate every other owner or risk unrelated royalty income. These are substantive barriers, beyond a lack of guidance.²³
16. HMG seeks a process allowing one writer to license their verified ownership share through HMG while APRA continues to license the other writers' shares. The customer would obtain

²⁰ Final Determination, paragraphs 4.33, 4.39 and 4.149.

²¹ Final Determination, paragraphs 1.6–1.7; ACCC, Determination AA1000433 (13 July 2020), paragraphs 4.304–4.306 and 6.3–6.4. [2020 determination](#).

²² Final Determination, paragraphs 4.37–4.39 and 4.150–4.151; Competition and Consumer Act 2010 (Cth), section 88(3).

²³ Final Determination (11 September 2026), paragraphs 2.37 and 4.121–4.122.

both licences and every permission needed to use the work. Paragraph 4.121 describes separate licensing of a resigning member's share alongside an APRA blanket licence. The Tribunal should examine why a comparable process cannot be available without requiring resignation.²⁴

17. Ownership and authority must be verified: a royalty split alone does not establish a right to license, and any legally necessary consent must be obtained. Where those requirements are met, multiple ownership should not itself prevent separate licensing. Otherwise, fragmentation of ownership helps retain the work within APRA's exclusive system. HMG contends that this restriction can also discourage co-writing by reducing each writer's practical control over future licensing opportunities.²⁵
18. APRA should offer a venue-specific opt-out available to every member, whether acting personally or through an intermediary. It should identify the works, rights, venue or defined premises, use and period withdrawn, with written confirmation of the effective date. APRA would continue administering all other rights and uses. Members should be able to accept one commercial opportunity without withdrawing their entire catalogue from a broad category or risking unrelated royalty income.
19. The ACCC records HMG's venue-specific proposal and APRA's general copyright and systems objections. It does not sufficiently explain why those concerns require whole-category withdrawal, rather than a targeted process with verified rights, clear notices and binding deadlines. The benefit extends beyond HMG: members could negotiate defined opportunities while retaining APRA's administration elsewhere, and more customers could consider competing licences. The assessment should weigh those public gains against the actual cost of administering targeted withdrawals.²⁶
20. Condition 3 requires guidance and disclosure of processes and timeframes. HMG seeks enforceable service standards: acknowledgement within two business days; identification of material information gaps within five; and implementation of a valid, complete routine rights-release request, or a reasoned refusal, within ten. Any necessary extension should state its reason and a firm completion date, subject to independent review. Notice rules should be adjusted where they defeat the venue-specific pathway. Necessary rights checks remain, but APRA must make targeted licensing work within a commercially useful period.^{27,28}
21. HMG reports forms requiring unexplained identifiers and a selection labelled "All public performance" that staff explained as referring only to background music. A member cannot make an informed choice if the form does not explain the uses and royalties affected. Requiring bespoke staff guidance adds cost and can deter use of the option.

²⁴ Final Determination (11 September 2026), paragraphs 2.37 and 4.121–4.122.

²⁵ Final Determination, paragraphs 4.121–4.122 (the latter records APRA's explanation).

²⁶ Final Determination, paragraphs 3.21, 4.37 and 4.121–4.125; Attachment A, paragraphs 1.8 and 1.11.

²⁷ Final Determination, paragraphs 4.123–4.125; Attachment B, general provisions (b)–(c), Conditions 1.2.1.10–1.2.1.12 and 3.1.1–3.2.2.

²⁸ Final Determination, Attachment B, general provisions (b)–(c), Condition 3 objectives and Conditions 3.2.1–3.2.2.

22. The forms themselves should state clearly the works, rights, uses, duration and information required, with confirmation of scope and effective date after approval. Subject to necessary rights checks, routine applications should be comparably straightforward to APRA's electronic joining process. Guidance outside the form is insufficient where the form remains ambiguous.²⁹
23. Agency is authority to act for a creator. APRA should accept written or electronic evidence objectively establishing the appointment and its scope, rather than insist on a fresh authority merely because the evidence is not on its preferred form. An intermediary representing many creators should be able to submit their names and supporting appointment evidence together. The copyright permissions for the proposed use must still be established.
24. Once sufficient agency evidence is provided, the appointment should be recognised within its scope unless APRA identifies a specific reason for further verification, such as conflicting instructions or suspected fraud. APRA should identify any material gap and request only what resolves it. APRA should fund routine verification and bear the reasonable additional cost it requires beyond objectively sufficient evidence, without delaying otherwise valid steps.
25. Bulk processing should allow many members' and works' requests to be handled together. APRA should accept secure electronic lists that can be processed from another business's system or a standard file, and return a result for each entry. Complete entries should proceed while disputed entries are checked. Capacity and service standards should make this workable for a catalogue; APRA should choose the technology.
26. Changes to forms or systems should preserve established appointments, valid notices and the completed steps and processing time of adequately supported requests. APRA should give reasonable notice and allow any necessary information to be added to the existing request. A new format should not force a creator or intermediary to start again.
27. Where delay threatens a valid opportunity, prompt independent directions should be available to correct the processing failure. Once the relevant rights and use are validly established, effective dates and account reconciliation should, where legally available, prevent additional charges caused solely by APRA's administrative delay.

D. Supplier and customer processes before commitment

28. Paragraph 4.121 recognises that substantial use of directly licensed music may produce no corresponding reduction in the APRA blanket fee. A customer then faces the direct-licensing price while its APRA bill stays the same, weakening the incentive to switch. Even where a reduction is available, an estimate received only after commitment arrives too late for the customer to compare the offer.³⁰
29. The Commerce Commission's public submission identifies the same problem. It supports meaningful adjustments based on relevant use and communication of the adjustment before the customer enters a direct licence. Conditions 1.2.1.10–12 already require consultation informa-

²⁹ Final Determination (11 September 2026), paragraph 4.123; Condition 3.1.1, particularly 3.1.1.8; Condition 3.2; Attachment A, paragraph 1.8.

³⁰ Final Determination (11 September 2026), paragraph 4.121.

tion about availability, calculation and reasons for unavailability; Conditions 1.3.1.5 and 1.3.3.5 address adjustment circumstances. HMG seeks a defined process applying that information to a live proposal.^{31,32}

30. On a sufficiently detailed request from an interested supplier or customer, or its authorised intermediary, APRA should contact that party's nominated commercial representative within five business days. It should explain the applicable process and provide an indicative adjustment with its assumptions, or reasons why none is available. If information is missing, it should identify what is needed and give the explanation or estimate reasonably possible at that stage.
31. The process should explain eligibility, required evidence, effective dates and reconciliation against reliable actual usage. Calculations must distinguish the rights and use displaced from any co-writer shares still licensed by APRA. A percentage of tracks alone need not measure the rights replaced; the methodology must show how replacing those rights reduces the relevant charge. A scheme providing no meaningful adjustment despite substantial replacement should be assessed for its effect on direct-licensing competition.
32. APRA should publish and operate a process enabling a supplier to receive repertoire and licensing information from HMG or another competing intermediary, incorporate that repertoire into its service and report its use while APRA licenses the balance. It must cover non-APRA repertoire and APRA members' repertoire validly licensed back or opted out for the relevant rights and use. Before commitment, APRA should confirm in writing the methodology, indicative reduction and effective date for both the supplier's own tariff and the identified customer's fee, with clear assumptions and later usage reconciliation.
33. HMG both supplies music and competes with APRA in licensing public performance. Where HMG's mixed-repertoire service requires APRA-controlled rights, APRA's supplier charge is an upstream cost HMG must pay to its downstream competitor. In a proposed customer arrangement, the annual supplier charge quoted was of a similar order to the retailer's existing annual public-performance licence fees. This substantially increases the cost HMG must incur to compete for that customer's public-performance licensing business. HMG contends that the Final Determination does not adequately assess whether APRA's supplier tariffs raise rivals' costs and impede commercially viable downstream competition. For APRA rights within the authorised arrangements, HMG seeks transparent, objectively justified and independently reviewable supplier charges, including proportionate adjustments where direct licensing replaces APRA-controlled rights and usage.
34. A supplier dependent on APRA's remaining repertoire needs certainty that using a competitor will not trigger a higher rate, additional charge, adverse condition or loss of access merely for that reason. HMG seeks proportionate reductions without double counting. For example, where valid direct licences replace 50% of the relevant rights and use charged under a supplier's APRA tariff, HMG seeks a 50% reduction in that charge. Any different treatment must follow a published, objectively justified methodology. The customer's reduction must be stated sepa-

³¹ New Zealand Commerce Commission, public submission (12 March 2026), paragraphs 25–28.3 (pp 7–9), especially 27 and 28.3. [Public submission](#).

³² Final Determination, paragraph 4.124; Attachment B, Conditions 1.2.1.10–1.2.1.12, 1.3.1.5 and 1.3.3.5.

rately. Combined bills must identify each rights component and permit coordinated treatment within APRA's or AMCOS's role where applicable.³³

35. Existing annual communications to members, licence-scheme consultation notices and the specified calculator duty provide information. HMG seeks proactive explanation of available direct-licensing and adjustment options to relevant customers and key suppliers, including their appropriate commercial contacts. Publication alone does not ensure awareness. The transaction response above should be triggered when an authorised intermediary identifies a genuinely interested customer; APRA would explain its own requirements, without endorsing the competitor.³⁴
36. Commercial radio needs the same practical certainty. Broadcasting licence-back and radio opt-out exist in principle, but do not themselves explain how a station notifies directly licensed music, reports it and obtains an adjustment. HMG reports that uncertainty and perceived complexity have discouraged radio arrangements. Few past requests do not establish that a process is unnecessary: the absence of a clear process can itself deter requests.³⁵
37. An industry estimate recorded in Senator Scarr's additional comments to a 2024 Senate inquiry put Australian commercial radio's annual APRA fees at approximately A\$30 million.³⁶ This historical estimate indicates the sector's scale, rather than the size of the detriment claimed. APRA's published guide describes electronic station playlists and station-specific royalty calculations. Those records provide a basis for identifying directly licensed use, although the fee methodology still needs to be established.³⁷
38. APRA should publish and operate a radio process for notification, rights verification, reporting, indicative adjustments and final reconciliation. It should contact licensed stations' commercial or licensing representatives to explain the direct-licensing option and available reductions. The five-business-day response should apply to authorised station proposals. Any justified limitation should be explained before commitment.

E. Independent resolution of direct-dealing disputes

39. Condition 5 permits members, licensees and their authorised representatives to participate. HMG seeks express access for an intermediary whose own competing operations are directly

³³ Final Determination, paragraphs 1.13–1.17 and 2.17; Attachment A, paragraph 1.6. APRA AMCOS, Distribution information guide: Background music suppliers, sections For APRA licence fees and For AMCOS licence fees (accessed 30 September 2026). The authorisation concerns APRA's performing and communication rights; copying and sound-recording licences require separate authority. APRA AMCOS website.

³⁴ Final Determination, Attachment B, Conditions 1.1.2.2, 1.1.2.4, 1.1.2.6 and 3.1.2. The calculator duty is limited to the specified schemes and consultation context.

³⁵ APRA AMCOS, APRA alternatives, sections Licence Back and Opt Out (accessed 30 September 2026); Final Determination, paragraphs 2.37 and 4.119–4.125. [APRA AMCOS website](#).

³⁶ Senate Legal and Constitutional Affairs Legislation Committee, Copyright Legislation Amendment (Fair Pay for Radio Play) Bill 2023, Additional comments by Senator Paul Scarr (2024), paragraph 1.15, quoting Commercial Radio and Audio. [Parliamentary report](#).

³⁷ APRA AMCOS, Distribution information guide: Commercial and public radio, sections on reporting and royalty calculation (accessed 30 September 2026). [APRA AMCOS website](#).

affected by rights administration or fee treatment. Acting for a client is different from challenging an obstacle to the intermediary's business. Decisions altering a client's rights or licence would still require the client's authority.³⁸

40. APRA's participation in Option 3, the expert-determination process, is generally discretionary. Condition 5.1.5.3 already requires APRA-funded decisions on preliminary deadlocks, such as disagreement over an expert or progression between options. That does not itself determine the underlying processing or fee dispute. HMG seeks mandatory APRA participation and timely, binding decisions on defined disputes about authority, processing deadlines, rights release and fee adjustments, with eligibility assessed independently.
41. The existing scheme provides a free 45-minute consultation, possible fee relief and APRA payment of independent charges not payable by the participant. HMG seeks a stronger default: APRA should fund reasonable independent resolution charges for eligible direct-dealing disputes, subject to reallocation for unreasonable conduct. A competitor should not face prohibitive costs to enforce safeguards attached to APRA's authorised arrangements. This request does not extend to automatic payment of a participant's lawyers or ordinary preparation costs.³⁹
42. Earlier events are not generally excluded from Condition 5. HMG seeks express confirmation that eligible disputes about missing or ineffective direct-dealing processes remain accessible under the proposed intermediary provision. Existing settlements, releases and legal limits would continue to apply. The specific provision preserving certain interim-period licence-scheme disputes is not a general answer to an intermediary's access concerns.⁴⁰

F. Fair administration under either licensing model

43. APRA should apply objective, proportionate requirements without disadvantaging suppliers or intermediaries that use directly licensed repertoire. APRA should fund routine agency recognition, rights release, fee adjustments and access to the information needed for direct licensing. These safeguards should carry no additional administrative or data-access fees for creators, customers, suppliers or their intermediaries. Clear acceptance criteria, secure exchange of usable data and reasonable notice of changes would allow competing businesses to plan around APRA's requirements.
44. The duties should specify results rather than dictate APRA's software or day-to-day management. Their cost must be assessed alongside lost competitive opportunities and the avoidable expense creators and intermediaries incur seeking rights release, resolving processing disputes or returning to regulators. An incumbent's administrative limitations should not themselves justify shifting the cost of essential safeguards onto potential competitors.

³⁸ Final Determination, paragraph 4.39; Attachment B, definition of Participant and Conditions 3.2.2.4, 5.1.2–5.1.5 and 5.1.10–5.1.11.

³⁹ Final Determination, Attachment B, definition of Participant and Conditions 5.1.2–5.1.5, 5.1.9–5.1.11; Attachment A, paragraph 1.11.

⁴⁰ Final Determination, Attachment B, Conditions 5.1.2 and 5.1.2.1; Attachment A, paragraph 1.11. The interim-period provision is numbered 5.1.2.1 in the operative conditions.

45. Domestic non-exclusivity would remove the need for some rights releases, but suppliers and customers would still need to know which rights APRA licenses and how direct licensing changes their fees. The supplier and customer processes above, including protection against adverse terms, remain necessary alongside communication, reporting and dispute resolution under either model. If exclusivity continues, effective licence-back and opt-out are also essential.

G. Compliant supply and reliable usage reporting

46. At paragraph 4.106, the ACCC treats consumer-streaming concerns as somewhat tangential to the authorised arrangements and principally requires warnings. Nightlife Music's concern about harm to commercial suppliers is recorded in Attachment A, paragraph 1.25. HMG contends that this response does not adequately assess how continuing to license customers using unsuitable sources affects entry by compliant suppliers.⁴¹
47. A business may pay APRA for public performance while obtaining music from a cheaper consumer service lacking permission for business use. A compliant supplier's price includes the necessary supply permissions and service. The customer can see switching as paying more for the same music, although its existing source lacks permission. HMG contends that APRA's continued licensing, without an effective correction process, helps sustain that cost advantage and entrench the existing supply arrangement. A warning alone does not require the defect to be corrected.
48. An APRA performance licence does not amend a streaming service's terms or provide every supply or copying permission. Breach of those terms also does not automatically establish copyright infringement. The relevant missing permission, cost advantage and contribution of APRA's authorised practices must be identified. HMG seeks conditions addressing that contribution, while allowing customers to choose any lawful source.
49. Reliable records of music actually played also matter. APRA's published background-music guide describes actual reports for some uses and allocation by comparable uses for others. General streaming data may not identify music played at a particular business. Customer or supplier reports can improve royalty accuracy and distinguish rights licensed through HMG or another intermediary from those still licensed by APRA. HMG seeks proportionate reporting for relevant uses, rather than assuming APRA receives no information.⁴²
50. APRA should require reasonable source declarations, investigate credible evidence of missing business-use permission and make proportionate usage reporting an express licence obligation. Where a defect is established, APRA should explain it and require correction within a defined period. Customers should be able to report themselves or through a supplier, with independent

⁴¹ Final Determination, paragraph 4.106; Attachment A, paragraph 1.25; Attachment B, Conditions 1.3.1.8 and 1.3.3.9. Spotify, Spotify for public or commercial use (accessed 30 September 2026). [Spotify website](#).

⁴² APRA AMCOS, Distribution information guide: Background music (accessed 30 September 2026); Final Determination, paragraphs 4.107–4.109; Conditions 2.1.1.3 and 4.1.1.2–4.1.1.3. [APRA AMCOS website](#).

review of disputed decisions. These duties would require action to address an identified defect, beyond issuing a warning.⁴³

51. For an established permission defect or persistent failure to meet required reporting standards left unresolved after that period, HMG seeks refusal, suspension or non-renewal of the licence for the affected use where legally available, necessary and proportionate, with reasonable transition arrangements and independent review. Reporting alone does not cure missing permission. The Tribunal should determine the justified consequence of continued non-compliance with the proposed conditions, rather than infer that every breach of a streaming service's terms requires refusal of an APRA licence.

H. The public benefit balance

52. HMG submits that collective licensing efficiencies do not justify combining domestic exclusivity with alternatives that are unworkable or disadvantage direct licensing. The additional benefit of exclusivity must outweigh the harm remaining under the adopted conditions, including lost intermediary competition and avoidable access costs. The present conditions do not achieve that balance. The Tribunal should permit non-exclusive domestic administration or impose binding safeguards, including venue-specific withdrawal, that let competing licences be implemented predictably. The proposed measures should be assessed against their implementation costs.

I. Issues for determination

53. Whether the additional benefits of domestic exclusivity outweigh the loss of effective intermediary competition, creator choice and other detriments under the adopted safeguards, compared with non-exclusive domestic administration retaining justified overseas exclusivity.
54. Whether a venue-specific opt-out available to all members, together with co-writer, form, agency and bulk-processing requirements, would make consenting creators' rights practically available while preserving collective administration of other uses.
55. What supplier and customer processes should secure incorporation of directly licensed repertoire, advance confirmation of both fee reductions, protection against adverse licensing terms and workable radio implementation.
56. What binding service periods, protection for existing requests, APRA-funded routine administration and independent dispute-resolution access and funding are needed to make the safeguards commercially effective and neutral.
57. Whether APRA's authorised practices sustain an advantage for supply lacking business-use permission, and what verification, reporting, correction and licensing consequences are justified.
58. What variations should be made, and which operational duties should apply whether domestic licensing remains exclusive or becomes non-exclusive.

⁴³ Final Determination, paragraph 4.106; Attachment A, paragraph 1.25; Attachment B, Conditions 1.3.1.8 and 1.3.3.9.

J. Evidence and materials

59. Subject to the Tribunal's directions, HMG intends to rely on:
- (a) the Final Determination and public-register materials for AA1000661, including HMG's submissions and the pre-decision conference record, and previous APRA authorisation determinations, particularly the determination of 13 July 2020;
 - (b) relevant public submissions of PACE, the Commerce Commission, Nightlife Music and other interested parties;
 - (c) APRA's membership, agency, opt-out, licence-back, supplier-licensing and distribution documents, forms and guidance;
 - (d) evidence of creator appointments, ownership, permissions, HMG's catalogue and its capacity to administer direct licences and report usage;
 - (e) evidence of processing barriers and defined customer, supplier and radio opportunities, applicable licensing tariffs and attributable commercial consequences;
 - (f) public radio-sector fee evidence, music-service terms and evidence of supply permissions, comparative costs, switching barriers and usage reporting; and
 - (g) other relevant supporting material.
59. HMG may refine its evidence and proposed condition wording in accordance with the Tribunal's directions.