

IMRO General Terms Applicable to Tariffs and Licences July 2010

1. Tariffs:

- (a) Tariffs are published by IMRO for general information; the publication of a tariff does not constitute an offer to grant permission under that or any other tariff. The appropriate tariff or rate of royalty applicable to a music user will be determined by IMRO on the basis of all relevant circumstances. IMRO's tariffs are published through the Patents Office and may be obtained at <http://www.imro.ie> or upon request from IMRO.
- (b) IMRO does not undertake to offer a licence or permit under a tariff in respect of any performances unless application has been made in advance of the performance.
- (c) An applicant for a licence is required to give such information as may be necessary to enable IMRO to decide which tariff is applicable and determine the initial royalty payable. If IMRO offers a form it must be completed.

2. Annual Return:

- (a) If so required the licensee shall not more than 30 days after the end of the licence year, or of receiving such a request, provide such information on IMRO's reassessment form, as will enable IMRO to calculate the royalty due.
- (b) Where this information includes declarations of expenditure on the provision of music and/or of amounts received by way of receipts for lettings, box office receipts or other such financial data, it shall be certified by an accountant who is qualified to be appointed auditor to a public company or who is approved by IMRO for the purpose, showing the licensee's total expenditure on the provision of music, and/or gross letting receipts during the preceding licence year.

3. Payment of Royalties:

- (a) Royalties are payable annually in advance against IMRO's invoice, at the commencement of each licence and then on each renewal date for the licence as invoiced, or as soon after that date as the invoice is delivered.
- (b) Where a licensee has paid an estimated amount, in advance, on account of royalties, that amount shall be adjusted in accordance with the certified expenditure and/or receipts for that year or period, and the licensee shall simultaneously pay royalties on account for the ensuing year on the basis of those certified accounts.
- (c) If a licensee does not complete and return IMRO's reassessment form referred to in Condition 2(a), or fails to provide certified accounts as referred to in Conditions 2(b) and 3(b), IMRO shall be entitled to estimate the relevant figures and submit an invoice for royalties in accordance with that estimate. Any such estimate shall be adjusted to conform to the actual figures when the licensee has furnished the requisite certificate.
- (d) Where IMRO issues a permit for an occasional function or series of functions, the royalties due under that permit are payable against IMRO's invoice, or as otherwise stipulated by IMRO.
- (e) All royalties are charged at the royalty rate in force at the beginning of the licence year for which they are due or, in the case of a permit, on the date of the event which it covers.

4. Programme Details:

If so required, a licensee shall furnish IMRO, on forms which will be provided by IMRO, with such particulars of the musical works publicly performed at the entertainments as are reasonably required to enable the royalties paid to be distributed to the parties interested in those works.

5. Right of Entry:

IMRO, by its auditor or representative, shall have the right of access during normal business hours, and by arrangement with the licensee, to any premises licensed by IMRO, solely for the purpose of checking the particulars on which the royalty payable is calculated, for which purpose the licensee shall make available all necessary records.

6. Revision of Royalties:

(1) Changes in Tariffs

IMRO shall notify the Licensee of any revision made to IMRO's tariffs affecting the amount of the Royalty, by sending such a notification to the Licensee's last known address. The revision of any Royalty due to a change in IMRO's tariffs shall take effect on the date which is specified in IMRO's notice to the Licensee.

(2) Annual Tariffs

Any Royalties which are calculated on an annualised basis, rather than on an individual unit use basis, as provided for in IMRO's tariffs ("Annual Royalties")(e.g. Royalties for Background Music) are payable in full in advance by the Licensee for the forthcoming Licence Year and unless the Licensee has ceased to trade or has disposed of the premises to which the licence relates, are not refundable. In the event of such a cessation or disposal the Licensee should notify IMRO in accordance with clause 6(3)(a).

(3) Changes in Performance Particulars

- (a) The Licensee shall promptly (and in any event not later than thirty (30) days following the date of such change) inform IMRO in writing of any change in the Performance Particulars. This notice must include sufficient information to enable IMRO to verify the change and to assess whether an adjustment to the Royalty is required. A declaration form is available at <http://www.imro.ie> or upon request from IMRO.
- (b) The Licensee shall provide IMRO with such additional information as IMRO may reasonably require in order to assess whether an adjustment to the Royalty is required.
- (c) Adjustments to the Royalty shall be made at the sole discretion of IMRO. IMRO shall be under no obligation to make any adjustment to the Royalty following a change to Performance Particulars where the Licensee has failed to notify IMRO of such change within thirty (30) days following the date of such change or where the Licensee has failed to comply with its other obligations under this clause 6.
- (d) IMRO shall review the notified change in the Performance Particulars and shall, as soon as reasonably practicable, notify the Licensee of the adjustment, if any, to the Royalty. If IMRO determines in such circumstances that an adjustment in the Royalty (other than an Annual Royalty) is required, such adjustment shall, provided that the Licensee has complied with clause 6(3)(a), take effect from the date of change in Performance Particulars but in any event such adjustment shall not be backdated more than 12 months from the date of notification, or if the reason for the change in Performance Particulars is that the Licensee has ceased to trade or has disposed of the premises to which this licence relates, the relevant adjustment will take effect from the date of cessation or disposal. Any adjustment in the Annual Royalty shall take effect from the next Renewal Date.

7. General:

These General Terms incorporate the terms of the IMRO Copyright Music Licence Contract (the "Licence Contract"). Any terms which are defined in the Licence Contract shall bear the same meaning in these General Terms. In the event of any conflict or inconsistency between these General Terms and the terms of the Licence Contract, these General Terms shall take precedence.

Irish Music Rights Organisation Limited

EAGRAS UM CHEARTA CHEOLTA

Copyright House, Pembroke Row, Lr Baggot Street, Dublin 2

Phone: +353 (0)1 661 4844. Fax: +353 (0)1 676 3125

Email: accounts@imro.ie Website: www.imro.ie

Registered in Dublin number 133321

COPYRIGHT MUSIC LICENCE – CONTRACT

| THE LICENSEE | THE PREMISES |
|----------------|----------------|
| NAME & ADDRESS | NAME & ADDRESS |
| | |
| Phone No: | Email Address: |

1. LICENCE

Irish Music Rights Organisation Limited ("IMRO") by the signature on this document grants the Licensee a licence (subject to the terms and conditions contained (i) in this document, (ii) in the IMRO General Terms Applicable to Tariffs and Licences (which the Licensee acknowledges may vary from time to time and is available at <http://www.imro.ie> or upon request from IMRO) and (iii) in the relevant IMRO tariff also available at <http://www.imro.ie> or upon request from IMRO) authorising the public performance at the Premises of any and every musical work (including any words associated with it or them) for the time being in the repertoire of IMRO.

2. MANNER OF PERFORMANCE

At the start of this licence, the performances contemplated by the Licensee are:

3. ROYALTY CALCULATION

For this licence the Licensee shall pay a royalty ("the Royalty") calculated in accordance with IMRO's tariffs in force for the time being as applied to the particulars set out in Clause 2, as varied from time to time by any changes notified by the Licensee to IMRO in accordance with clause 5(3), or which come to IMRO's notice otherwise. These particulars, as varied from time to time, are called "the Performance Particulars".

4. PAYMENT OF ROYALTY

(1) The Licensee shall pay the following Royalties to IMRO:

(a)

(plus VAT - see Clause 4(3)) *immediately/on receipt of invoice, and

(b) on the day after the date in Clause 4(1)(a), and on the 6th of the same month in each subsequent year ("the Renewal Date") the Royalty for the ensuing 12 month period ("a Licence Year") calculated according to Clause 3.

(2) If as a result of any revision under Clause 5 the Royalty is changed (through either a change of tariff or a change in the Performance Particulars) on a date other than the Renewal Date, then:

(a) the Licensee shall pay any resultant additional Royalty to IMRO forthwith, but

(b) if the Royalty is reduced by the revision, then the amount of the reduction shall be credited against any Royalties then due by the Licensee.

(3) The Licensee shall also pay Value Added Tax on all Royalties.

5. REVISION OF TARIFFS, PERFORMANCE PARTICULARS AND ROYALTIES

(1) Changes in Tariffs

IMRO shall notify the Licensee of any revision made to IMRO's tariffs affecting the amount of the Royalty, by sending such a notification to the Licensee's last known address. The revision of any Royalty due to a change in IMRO's tariffs shall take effect on the date which is specified in IMRO's notice to the Licensee.

(2) Annual Tariffs

Any Royalties which are calculated on an annualised basis, rather than on an individual unit use basis, as provided for in IMRO's tariffs ("Annual Royalties") (e.g. Royalties for Background Music) are payable in full in advance by the Licensee for the forthcoming Licence Year and unless the Licensee has ceased to trade or has disposed of the premises to which this licence relates, are not refundable. In the event of such a cessation or disposal the Licensee should notify IMRO in accordance with clause 5(3)(a).

(3) Changes in Performance Particulars

(a) The Licensee shall promptly (and in any event not later than thirty (30) days following the date of such change) inform IMRO in writing of any change in the Performance Particulars. This notice must include sufficient information to enable IMRO to verify the change and to assess whether an adjustment to the Royalty is required. A declaration form is available at <http://www.imro.ie> or upon request from IMRO.

(b) Adjustments to the Royalty shall be made at the sole discretion of IMRO. IMRO shall be under no obligation to make any adjustment to the Royalty following a change to Performance Particulars where the Licensee has failed to notify IMRO of such change within thirty (30) days following the date of such change or where the Licensee has failed to comply with its other obligations under this clause 5.

(c) IMRO shall review the notified change in the Performance Particulars and shall, as soon as reasonably practicable, notify the Licensee of the adjustment, if any, to the Royalty. If IMRO determines in such circumstances that an adjustment in the Royalty (other than an Annual Royalty) is required, such adjustment shall, provided that the Licensee has complied with clause 5(3)(a), take effect from the date of change in Performance Particulars but in any event such adjustment shall not be backdated more than 12 months from the date of notification, or if the reason for the change in Performance Particulars is that the Licensee has ceased to trade or has disposed of the premises to which the licence relates, the relevant adjustment will take effect from the date of cessation or disposal. Any adjustment in the Annual Royalty shall take effect from the next Renewal Date.

6. TERMINATION OR CANCELLATION

- (1) This licence shall continue from year to year until ended by either party giving to the other (by registered post) one calendar month's notice in writing to expire at the end of a Licence Year, provided that when IMRO has notified the Licensee of a revision of the appropriate tariff which results in an increase in the Royalty, the Licensee may by notice to IMRO (by registered post) within fourteen days from the date of the notification end the licence forthwith, but the Licensee shall then remain liable to pay the proportionate amount of the Royalty for the period up to the date of termination.
- (2) If the Licensee shall fail to pay any Royalty under this licence or be in breach of any provision or condition of it and then fail to pay the Royalty or rectify the breach within fourteen days from the date of a written demand from IMRO for payment or compliance as the case may be, then IMRO may, in spite of anything apparently to the contrary, immediately cancel this licence by written notice to the Licensee.

7. EXCLUSIONS

This licence shall not extend to or authorise:

- (1) the performance of a dramatico-musical work whether staged or otherwise unless such performance is given by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a radio or television set used for the purpose of giving a public performance of broadcast programmes. A dramatico-musical work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly therefor;
- (2) the performance of a dramatic excerpt from a dramatico-musical work unless performed by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a radio or television set used for the purpose of giving a public performance of broadcast programmes. An excerpt will be deemed to be dramatic if it is accompanied by any dramatic action whether danced, acted, or mimed and thereby (and/or through the use of costume, scenery or other visual effects) gives a visual impression of or otherwise portrays the writer's original concept of the work from which the excerpt is taken;
- (3) the performance of a non-dramatic excerpt or excerpts from a dramatico-musical work however performed
 - (i) where the total duration of the excerpt or excerpts in the course of the same programme is more than 25 minutes and/or
 - (ii) where the excerpt or excerpts are a potted version of the work and/or
 - (iii) where the excerpt or excerpts are or cover a complete act of the work;
- (4) the performance of the whole or any part of any music or any words associated therewith composed or used for a ballet if accompanied by a visual representation of that ballet or part of it, unless the performance takes place by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a television set used for the purpose of giving a public performance of broadcast programmes;
- (5) the performance of any musical work specially written for a son-et-lumiere production when performed in or in conjunction with that production;
- (6) the performance of any musical work (which is not itself a dramatico-musical work or part of a dramatico-musical work) specially written for a production of a dramatic work in a theatre when performed in, or in conjunction with that dramatic work;
- (7) the performance of any musical work accompanied by words other than those published or otherwise associated with it by the copyright owner;
- (8) the performance of any work in any altered or re-arranged form with such costume or action as to produce parodied or burlesque effects;
- (9) the performance of any work adapted to a dramatic form;
- (10) the broadcasting or other transmission of any performance or causing any performance to be audible beyond the precincts or the premises (unless such acts are specifically included in the performance particulars);
- (11) the performance by means of any disc, cinematograph film, tape or other recording of any musical work, if the making of such recording infringed the copyright in that work.

8. OTHER PERFORMANCES AT THE PREMISES

If the Premises shall be temporarily or permanently used for any performances or entertainments different in number or type from the Performance Particulars, this licence shall not be deemed to authorise those different performances or entertainments unless they have been notified to IMRO and the appropriate Royalty for them has been paid under Clauses 3 and 5 of this licence.

9. NO ASSIGNMENTS

The Licensee shall not assign or part with the possession of this licence without the previous written consent of IMRO.

10. IMRO'S RIGHT OF ENTRY

IMRO, by its duly-authorized representative, shall have the right of entry to the Premises at all reasonable times but only for the purpose of checking the particulars on which the Royalty is assessed.

11. PROGRAMME RETURNS

The Licensee shall, if requested, supply to IMRO by post, on the forms (electronic or otherwise) obtainable from IMRO, a list of all musical works, whether published or in manuscript, performed vocally, instrumentally or mechanically at the Premises, with the names of the composer, arranger and publisher of each such work, and the number of times each has been performed, to assist IMRO to allocate the royalties it collects. These returns are to be made at intervals specified by IMRO. If performances by CD/record players, tape machines and/or any other mechanical or digital means are covered by this licence it shall be sufficient compliance with this condition to supply to IMRO an initial list of CDs/records, tapes and/or recordings in use, giving the title of each work recorded, the name of the composer (where this is shown on the CD/record or tape label) and the CD/record or tape make and number, with supplementary lists from time to time of any additions to or deletions from that list.

No return is required of any musical work in radio and/or television programmes whose public performance may be covered by this licence.

12. SEVERABILITY CLAUSE

The benefits of each of the provisions set out in this licence, and each and every part of each such provision, shall be deemed to be separate and severable and enforceable accordingly. While any restrictions contained in this licence are considered by the parties to be reasonable in all the circumstances, it is hereby agreed that in the event of any provision of this licence being found to be void or otherwise unenforceable, but would be valid if some part thereof were deleted or if the period or area of application reduced or the range of activities limited, such provision shall apply with such modification and shall be given effect to in such modified form as may be necessary to make it valid and effective.

13. CHANGE OF ADDRESS

The Licensee shall give prompt written notice to IMRO of any change in the address of the Licensee or the Premises or of any change in the name of the Premises.

14. ORDER OF PRECEDENCE

IMRO's tariffs are published through the Patents Office and may be obtained at <http://www.imro.ie> or upon request from IMRO.

In the event of any conflict between the terms and conditions contained in: this document, the IMRO General Terms Applicable to Tariffs and Licences, and the relevant IMRO tariff, then the order of precedence shall be as follows:

- (i) the IMRO General Terms Applicable to Tariffs and Licences;
- (ii) the terms and conditions contained on both sides of this document;
- (iii) the relevant IMRO tariff.

15. ACCEPTANCE OF TERMS

By signing (whether by hand, digitally or otherwise) this document, the Licensee hereby confirms that it accepts the terms and conditions contained in this document, the IMRO General Terms Applicable to Tariffs and Licences (which the Licensee acknowledges may vary from time to time), and the IMRO tariff(s) which relate to the Performance Particulars and agrees to be bound by the terms and conditions contained in each of these documents.

SIGNED BY ON BEHALF OF THE LICENSEE.....
(indicate office held by signatory) Proprietor/Company Secretary/Director

FULL NAME OF SIGNATORY.....
(in block letters)

Signed for IRISH MUSIC RIGHTS ORGANISATION LIMITED.....
Authorised Signatory

Date signed by IMRO.....

THIS DOCUMENT, OR IMRO'S ACTION IN SENDING IT TO THE LICENSEE, SHALL NOT CONSTITUTE A CONTRACT OR LICENCE (EXPRESS OR IMPLIED) UNTIL IT HAS BEEN SIGNED ON BEHALF OF IMRO AT IMRO'S HEAD OFFICE IN DUBLIN.



IRISH MUSIC RIGHTS ORGANISATION

Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2.
T: +353 1 661 4844. E: licensing@imro.ie
www.imro.ie

Registered in Dublin number 133321

Copyright Music Licence Contract

| | |
|--|--|
| Licensee Name: | Premises Name: |
| Licensee Address: | Premises Address: |
| Phone No: Company No: | Email Address: Website address: |

1 **LICENCE**

IMRO by the signature of this Copyright Music Licence Contract (the "Licence") grants the Licensee a licence (subject to the terms set out below) for the public performance of copyright music within the Repertoire Controlled by IMRO in accordance with the terms of Standard Tariff C ("Tariff C").

2 **TERM**

This Licence shall commence from 1 January 2014 and supersedes all previous licence contracts. The Licence shall continue from year to year thereafter unless terminated in accordance with section 6 hereof.

3 **STANDARD TARIFF C AND IMRO'S GENERAL TERMS APPLICABLE TO TARIFFS AND LICENCES**

3.1 Tariff C and IMRO's General Terms Applicable to Tariffs and Licences (the "General Terms") form part of this Licence. The Licensee hereby acknowledges to have read and agreed to the terms of this Licence, Tariff C and the General Terms.

3.2 It is a condition of this Licence that the Licensee complies with all its obligations under the Licence, Tariff C and where applicable, the General Terms.

4 **REVISION OF TARIFF C AND THE GENERAL TERMS**

4.1 The Licensee acknowledges that Tariff C and the General Terms are revised from time to time and agrees to be bound by the editions in force at any given time.

4.2 IMRO shall notify the Licensee of any revision made to Tariff C by sending such notification to the Licensee's last known postal or email address. IMRO's most up to date General Terms are available at <http://www.imro.ie/music-users/general-terms-applicable-to-tariffs-and-licences/> and are shown on the back of invoices.

5 **ROYALTY CALCULATION AND PAYMENT**

5.1 The Licensee shall pay a royalty calculated in accordance with Tariff C.

5.2 The royalty payment terms are those set out in Tariff C.

5.3 Any revision to the royalty charges under Tariff C shall take effect from the date on which the revised Tariff C becomes effective.

5.4 If as a result of any revision of Tariff C, the royalty is changed on a date other than the commencement of a Licence Year, then:

5.4.1 the Licensee shall pay any resultant additional Royalty to IMRO forthwith; but

5.4.2 if the Royalty is reduced by the revision, then the amount of the reduction shall be credited against any Royalties then due from the Licensee or, if no Royalty is due, shall forthwith be refunded to the Licensee.

5.5 The Licensee shall pay Value Added Tax on all Royalties.

6 **TERMINATION**

6.1 This Licence may be terminated, subject to sections 6.2 and 6.3 hereof, by either party giving to the other (by registered post) one calendar month's notice in writing.

6.2 Where IMRO has notified the Licensee of a revision of Tariff C which results in an increase in the royalty, the Licensee may by notice to IMRO (by registered post) within fourteen days from the date of the notification end this Licence forthwith. The Licensee shall then remain liable to pay the proportionate amount of the royalty for the period up to the date of termination.

6.3 If the Licensee fails to pay the royalty due under this Licence, or is in breach of any provision or condition of it, and then fails to pay the royalty due, or rectify the breach, within fourteen days from the date of a written demand from IMRO for payment or compliance as the case may be, then IMRO may immediately terminate this Licence by written notice to the Licensee.

7 ANNUAL RETURNS AND PAYMENT

7.1 The Licensee shall, not later than 31 January in each Licence Year, furnish to IMRO a statement showing the Actual Box Office Receipts for the preceding Licence Year including a full breakdown of all Allowable Deductions made from total income generated by the Licensee from the sale of admission tickets. This detailed statement is to be certified to be a true and accurate return of the Actual Box Office Receipts for the preceding Licence Year by a Director/Company Secretary, and is to be certified to be a true and accurate return of the Actual Box Office Receipts for the preceding Licence Year by a person who is qualified to be appointed as auditor of a company under Section 187 of the Companies Act 1990 or by a person who is approved by IMRO.

7.2 On request from IMRO, the Licensee shall arrange for the provision to IMRO of extracts from its Books and Records verifying the accuracy of the figures contained in the detailed statement described in section 7.1 hereof.

8 IMRO'S RIGHT TO AUDIT

IMRO, shall at its request and its expense, on reasonable written notice to the Licensee, be entitled to inspect during normal working hours, such of the Books and Records (to include both hard copy and soft copy documents) of the Licensee as IMRO deems necessary for the purpose of verification of the Actual Box Office Receipts upon which the royalties are calculated, or for the purpose of ensuring that the conduct of the Licensee is in accordance with the terms of this Licence. Such inspection shall be carried out by IMRO or a person appointed by IMRO to perform the inspection. However, if, on conducting an audit, it is revealed that an under-declaration by the Licensee of greater than 7% has occurred, all costs of the audit will be borne by the Licensee, together with the additional royalties calculated by IMRO to be due based on the audited figures.

9 EXCLUSIONS

9.1 This Licence does not apply to performances of the Repertoire Controlled by IMRO, other than those expressly covered by Tariff C and is granted subject to the condition that the Licensee shall notify IMRO in writing of all entertainments or events where music is performed at the Premises and, where these involve a performance of music not expressly covered by Tariff C, shall seek from IMRO an appropriate licence for such performances and pay all additional royalties due for such performances in accordance with the appropriate tariff.

9.2 For the avoidance of doubt this Licence does not apply to a Simulcast Event.

10 NO ASSIGNMENT

The Licensee shall not assign or part with the possession of this Licence without the previous written consent of IMRO.

11 SEVERABILITY CLAUSE

The benefits of each of the provisions set out in this Licence, and each and every part of each such provision, shall be deemed to be separate and severable and enforceable, but would be valid if some part thereof were deleted or if the period or area of application reduced or the range of activities limited, such provision shall apply with such modifications and shall be given effect to in such modified form as may be necessary to make it valid and effective.

12 CHANGE OF ADDRESS

The Licensee shall give prompt written notice to IMRO of any change in the address or email address of the Licensee or the Premises or of any change in the name of the Licensee or Premises.

13 LATE PAYMENTS

Invoices are payable 30 days from the date of issue. Interest is payable thereafter until the date of actual payment at the rate specified in the European Communities (Late Payment in Commercial Transactions) Regulations 2012.

14 GOVERNING LAW

This Licence shall be governed by and construed in accordance with the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish courts.

15 DEFINITIONS

Unless defined otherwise herein, all definitions of terms used shall reflect those in Tariff C.

SIGNED BY ON BEHALF OF THE LICENSEE.....

please indicate office held by signatory as follows - Proprietor/Company Secretary/Director

FULL NAME OF SIGNATORY.....

(in block letters)

Signed for IRISH MUSIC RIGHTS ORGANISATION CLG

Authorised Signatory.....

Date signed by IMRO.....

THIS DOCUMENT, OR IMRO'S ACTION IN SENDING IT TO THE LICENSEE, SHALL NOT CONSTITUTE A LICENCE (EXPRESS OR IMPLIED) UNTIL IT HAS BEEN SIGNED ON BEHALF OF IMRO.



IRISH MUSIC RIGHTS ORGANISATION

Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2.
T: +353 1 661 4844. E: licensing@imro.ie
www.imro.ie

Registered in Dublin number 133321

Copyright Music Licence – Proprietor of Premises/Event Promoter

Table with 2 columns and 3 rows. Headers: Licensee Name, Premises Name, Licensee Address, Premises Address, Phone No, Email Address, CRO No.

1 DEFINITIONS

- 1.1 "Books and Records" shall include, but is not limited to, the following:
1.1.1 the audited accounts;
1.1.2 accounting records, ticket selling agent manifest, ticket accounting records, invoices, complimentary ticket sales, and any other information needed to verify the information received under clause 6.1 and the Royalty calculated under clause 4.
1.2 "Estimated Royalty" means IMRO's calculation of the Royalty for an Event/Multi-Stage Event, based on all information available to it at the date of estimation, including Ticket Price, capacity of the Event/Multi-Stage Event and projected sales for an Event/Multi-Stage Event.
1.3 "Event" means a live performance of musical works (including instrumental, electronic, digital or by any other means) where a charge is made for admission. An Event includes but is not limited to performances that are live music concerts and dance parties (including fundraising and charitable concerts). The performance does not have to be exclusively a performance of musical works. Event does not include Multi-Stage Event.
1.4 "Event Promoter" means a person or entity who organises or promotes Events and or Multi-Stage Events.
1.5 "IMRO" means the Irish Music Rights Organisation CLG.
1.6 "Music Venue" means a permanent or temporary venue where an Event/Multi-Stage Event takes place.
1.7 "Multi-Stage Event" shall mean an event, including a festival, concert, (including fundraising and charitable concerts) or dance party where a charge is made for admission, and where there are at least 8 different performers, and where a single ticket admission gains the attendee entry, and where Simultaneous Performances take place of musical works (including instrumental, electronic, digital or by any other means), or musical works in conjunction with other forms of entertainment, and where the performance's take place on at least two distinct stages.
1.8 "Proprietor of the premises" means the person or entity that either owns the freehold or leasehold interest in the Music Venue and is responsible for hosting the Event/Multi-Stage Event or alternatively, rents the Music Venue and is responsible for hosting the Event/Multi-Stage Event.
1.9 "Repertoire Controlled by IMRO" means all and any musical works (including any words associated with such works) in which rights to perform publicly and to authorise others to do the same are vested in IMRO.
1.10 "Royalty" is the royalty paid by the Licensee to IMRO as required by clause 4 hereof.
1.11 "Simultaneous Performances" means that there must be at least a 15 minute performance overlap between performances on at least two distinct stages.

- 2 **LICENCE**
IMRO by the signature on this document grants the Licensee a licence (subject to the terms and conditions of this Agreement) authorising the public performance of copyright music within the Repertoire Controlled by IMRO at an Event/Multi-Stage Event promoted or organised by or on behalf of the Licensee, in the case of Licensees which are Event Promoters, at any venue, or in the case of Licensees which are Proprietors of the Premises, at any premises owned or controlled by the Licensee.
- 3 **TERM**
This licence shall commence from _____ and shall continue from year to year unless terminated in accordance with clause 10 hereof.
- 4 **ROYALTY CALCULATION**
- 4.1 This licence is granted in consideration of the Licensee paying a royalty calculated in accordance with the current Tariff LP or current Tariff MS (in the case of an Event/Multi-Stage Event) or a royalty calculated in accordance with the current Tariff LC (in the case of a public performance of classical music).
- 4.2 The Licensee agrees that it is within the sole discretion of IMRO to require that 25% of the Estimated Royalty for an event be paid 45 days in advance of a scheduled Event/Multi-Stage Event, and a further 50% of the Estimated Royalty for an Event/Multi-Stage Event be paid 15 days in advance of a scheduled Event/Multi-Stage Event, and in the event that IMRO requires a Licensee to so pay and it fails to do so within the timeframe set out in this clause, this licence will terminate with immediate effect.
- 5 **TARIFF LP, TARIFF MS, AND TARIFF LC**
The current Tariff LP, Tariff MS and Tariff LC, attached in Schedule 1, form part of this Agreement. The Licensee hereby acknowledges to have read and agrees to abide by the terms contained therein and any revisions thereto.
- 6 **RETURNS**
- 6.1 The Licensee shall provide the following to IMRO within thirty (30) days of an Event/Multi-Stage Event taking place, or if a number of Events/Multi-Stage Events are held by the Licensee, then within 30 days of the end of the month in which the Event/Multi-Stage Event or series of Events/Multi-Stage Events takes place, in such form as IMRO may from time to time prescribe:
- 6.1.1 Details of the capacity of the Event/Multi-Stage Event.
- 6.1.2 Details of the ticket price or ticket prices pre and post VAT and actual number of tickets sold at each ticket price.
- 6.1.3 Details of the selling agent and credit card commissions deducted from the ticket price or ticket prices pre and post VAT.
- 6.1.4 Details of the number of complementary tickets allocated.
- 6.1.5 A set list containing particulars of all musical works performed at the Event/Multi-Stage Event.
- 6.1.6 Details of any other revenue falling within the royalty charge.
- 6.1.7 Any other information requested in writing by IMRO that is reasonably required for the calculation of the Royalty, for the Event/Multi-Stage Event.
- 7 **PAYMENT OF THE ROYALTY**
- 7.1 Invoices will be issued within fourteen (14) days of receipt of the items specified at clause 6.1.
- 7.2 If the Licensee fails to provide any of the items specified at clause 6.1 within the period specified in that clause, then without prejudice to IMRO's right of termination under clause 10, IMRO shall be entitled to calculate an Estimated Royalty, which sum shall be payable immediately.
- 7.3 If the Licensee has failed to provide the items specified at clause 6.1 within a period of sixty (60) days from the date of the Event, the Licensee shall not receive any credit or refund to which, but for such failure he would otherwise be entitled to under this Agreement. The provisions of this sub-clause are without prejudice to IMRO's right to require the Licensee to furnish the items specified at clause 6.1.
- 7.4 In the case of all Events and Multi-Stage Events, the Proprietor of the premises or the Event Promoter must send IMRO, along with the details required in clause 6.1 particulars of all musical works performed at each Event or Multi-Stage Event.
- 7.5 The Licensee shall pay Value Added Tax on all Royalties.
- 8 **COMPLIMENTARY TICKETS**
- 8.1 The Licensee shall send IMRO, for use in promoting copyright music, 10 free and transferable tickets for each indoor Event with a capacity of over 4,999, 50 free and transferable tickets for each outdoor Event with a capacity of over 4,999 and 20 free and transferable tickets for each Multi-Stage Event or, in default, shall pay IMRO a sum equal to the face value of such tickets, no later than twenty one (21) days before the Event or Multi-Stage Event. For the sole purposes of this paragraph 8.1 an Event/Multi-Stage Event taking place over consecutive dates, featuring the same performing artists shall be treated as one event.
- 9 **REVISION OF TARIFFS**
- 9.1 IMRO shall notify the Licensee of any revision (apart from the inflation adjustment) made to Tariff LP, Tariff MS or Tariff LC, by sending such notification to the Licensee's last known address.
- 9.2 The revision of any Royalty shall take effect from the date on which the revised Tariff LP, Tariff MS or Tariff LC takes effect.
- 10 **TERMINATION OR CANCELLATION**
- 10.1 This licence may be terminated, subject to clauses 10.2 and 10.3 hereof, by either party giving to the other (by registered post) one calendar month's notice in writing.
- 10.2 Where IMRO has notified the Licensee of a revision (apart from the inflation adjustment) to Tariff LP, Tariff MS or Tariff LC, which results in an increase in the Royalty, the Licensee may by notice to IMRO (by registered post) within fourteen days from the date of the notification end this licence forthwith. The Licensee shall remain liable for payment of the Royalty, in accordance with the current Tariff LP, Tariff MS, or Tariff LC as applicable, for the period up to the date of termination of the Licence.
- 10.3 If the Licensee shall fail to pay any Royalty under this licence or be in breach of any provision or condition of this licence and then fail to pay the Royalty or rectify the breach within fourteen days from the date of a written demand from IMRO for payment or compliance as the case may be, then IMRO may, in spite of anything apparently to the contrary, immediately cancel this licence by written notice to the Licensee.
- 10.4 The effect of termination or cancellation will be that the Licensee will not have authorisation from IMRO to use its repertoire in Events/Multi-Stage Events promoted by the Licensee.

11 EXCLUSIONS

- 11.1 This licence does not apply to performances of the Repertoire Controlled by IMRO, other than those expressly mentioned in clause 2 hereof.
- 11.2 This licence is granted subject to the condition that the Licensee shall notify IMRO in writing of all entertainments or events where music is performed and, where these involve a performance of music not expressly mentioned in clause 2 hereof, shall seek from IMRO an appropriate licence for such performances and pay all additional royalties due for such performances in accordance with the appropriate tariff.

12 IMRO'S RIGHT TO AUDIT

- 12.1 IMRO, shall at its request and its expense (subject to clause 12.2), on reasonable written notice to the Licensee, be entitled to inspect during normal working hours, such of the Books and Records of the Licensee as IMRO deems necessary solely for the purpose of verification of the income upon which the Royalties are calculated. Such inspection shall be carried out by IMRO or a person appointed by IMRO to perform the inspection. The Licensee shall allow access to its premises for these purposes.
- 12.2 IMRO shall be responsible for the costs of the inspection referred to in clause 12.1, unless as a result of the inspection, the Royalty calculated by IMRO as payable is in excess of 7% higher than the Royalty calculated by IMRO on the basis of the information provided to it under clause 6.1, in which case the Licensee shall reimburse IMRO for all of the costs of such inspection.

13 CONFIDENTIALITY

IMRO undertakes that it will not, at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of a licensee, except as specifically provided in this paragraph. IMRO acknowledges that confidential information of a licensee includes, without limitation, any information which is submitted to IMRO as part of the licensee's returns under this tariff or for the purposes of claiming and/or vouching any discount claimed by a licensee under this tariff. Notwithstanding the above, IMRO may disclose a licensee's confidential information (a) to those of its employees, officers, representatives or advisers who need to know such information for the purpose of assisting IMRO's in carrying out its business, subject to IMRO ensuring that such employees, officers, representatives or advisers equally comply with this obligation of confidence; and (b) as may be required by law, court order or any governmental or regulatory authority.

14 NO ASSIGNMENT

The Licensee shall not assign or part with the possession of this Agreement without the prior written consent of IMRO.

15 SEVERABILITY CLAUSE

The benefits of each of the provisions set out in this Agreement, and each and every part of each such provision, shall be deemed to be separate and severable and enforceable accordingly. It is hereby agreed that, in the event of any provisions of this Agreement being found to be void or otherwise unenforceable, but would be valid if some part thereof were deleted or if the period or area of application was reduced or the range of activities was limited, such provision shall apply with such modification and shall be given effect to in such modified form as may be necessary to make it valid and effective.

16 CHANGE OF ADDRESS

The Licensee shall give prompt written notice to IMRO of any change in the address of the Licensee.

17 LATE PAYMENTS

Invoices are payable 30 days from the date of issue. Interest is payable thereafter until the date of actual payment at the rate specified in the EC (Late Payments on Commercial Transactions) Regulations 2002.

18 JURISDICTION AND APPLICABLE LAW

This Licence shall be governed by, and construed in accordance with, the laws of Ireland and the Courts of Ireland shall have exclusive jurisdiction to deal with all disputes arising from or touching this Agreement.

SIGNED BY ON BEHALF OF THE LICENSEE.....
please indicate office held by signatory as follows - **Proprietor/Company Secretary/Director**

FULL NAME OF SIGNATORY.....
(in block letters)

Signed for IRISH MUSIC RIGHTS ORGANISATION CLG

Authorised Signatory.....

Date signed by IMRO.....

THIS DOCUMENT, OR IMRO'S ACTION IN SENDING IT TO THE LICENSEE, SHALL NOT CONSTITUTE A LICENCE (EXPRESS OR IMPLIED) UNTIL IT HAS BEEN SIGNED ON BEHALF OF IMRO.

Irish Music Rights Organisation Limited EAGRAS UM CHEARTA CHEOLTA

Copyright House
Pembroke Row, Lr. Baggot Street, Dublin 2, Phone: 661 4844 Fax: 676 3125
E-mail: licensing@imro.ie Website: www.imro.ie
Registered in Dublin number 133321

PVFI/ 10251

COPYRIGHT MUSIC LICENCE - CONTRACT

| THE LICENSEE NAME & ADDRESS | THE PREMISES NAME & ADDRESS |
|--------------------------------|--------------------------------|
| | |
| Ph. No.: | Email Address: |

1. LICENCE

Irish Music Rights Organisation Limited ("IMRO") by the signature on this document grants the Licensee a licence (subject to the terms and conditions on both sides of this document) authorising the public performance at the premises of any and every musical work (including any words associated with it or them) for the time being in the repertoire of IMRO.

2. MANNER OF PERFORMANCE

This licence is effective from

At the start of this licence, the performances contemplated by the Licensee are:

3. ROYALTY CALCULATION

The Licensee shall pay to IMRO a royalty calculated in accordance with tariff PVFI in respect of all musical performances on the premises. Royalties are charged in respect of 12 month periods and are calculated on the basis of the rates applicable in the PVFI tariff in force on the first day of the licensee's licence year.

4. TARIFF PVFI

The tariff PVFI as agreed between IMRO and the Vintners' Federation of Ireland together with the general conditions applicable to tariffs and licences form part of this contract and are attached hereto.

5. PAYMENT OF ROYALTY

- (i) The payment terms are those incorporated in the tariff PVFI.
- (ii) If as a result of any revision under Clause 6 the Royalty is changed (due to a change in the Performance Particulars) on a date other than the Renewal Date, then:
 - (a) the Licensee shall pay any resultant additional Royalty to IMRO forthwith, but
 - (b) if the Royalty is reduced by the revision, then the amount of the reduction shall be credited against any Royalties then due by the Licensee or, if no Royalty is due, shall forthwith be refunded to the Licensee.
- (iii) The Licensee shall also pay Value Added Tax on all Royalties.
- (iv) If payment is not made in accordance with the tariff PVFI, interest is chargeable at 1.5% per month thereafter. However should a genuine dispute exist between the parties and a payment of substantial sum, at least 50% of the final settlement, is made to IMRO before Arbitration of Legal Proceedings are commenced, the interest charged will be waived.

6. REVISION OF PERFORMANCE PARTICULARS AND ROYALTIES

- (i) The Licensee agrees to inform IMRO in writing immediately of any change in any of the performance particulars and will always give IMRO such information as it may require for calculating the royalty.
- (ii) The revision of any royalty shall take effect from the date on which the change in performance particulars takes place.

7. TERMINATION OR CANCELLATION

- (i) The licence shall continue from year to year until ended by either party giving to the other by registered post one calendar month's notice in writing to expire at the end of the Licence Year.
- (ii) In the event of the Licensee breaching any of the terms of this licence contract, IMRO may terminate the licence by giving the licensee thirty days within which to remedy the breach. Two notices of breach of conditions will issue from IMRO to the licensee during this period of thirty days. If the breach is not remedied within thirty days, the licence shall be deemed to be terminated with immediate effect.

8. IMRO'S RIGHT OF ENTRY

IMRO by its duly-authorised agent, shall have the right of entry to the Premises at all reasonable times but only for the purposes of checking the particulars on which the royalty is assessed.

9. PROGRAMME RETURNS

The Licensee shall co-operate with IMRO or its agents to determine the type of music which is played on the premises.

THIS DOCUMENT, OR IMRO'S ACTION IN SENDING IT TO THE LICENSEE, SHALL NOT CONSTITUTE A LICENCE (EXPRESS OR IMPLIED) UNTIL IT HAS BEEN SIGNED ON BEHALF OF IMRO AT ITS HEAD OFFICE IN DUBLIN.

I acknowledge receipt of Tariff PVFI and the General Terms Applicable to Tariffs and Licences which are part of this Contract.

SIGNED BY/ON BEHALF OF THE LICENSEE
(indicate office held by signatory where appropriate)

FULL NAME OF SIGNATORY
(in block letters) Proprietor/Company Secretary/Director

Signed for IRISH MUSIC RIGHTS ORGANISATION LIMITED

Date signed by IMRO.....



IRISH MUSIC RIGHTS ORGANISATION CLG

Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2.
T: +353 1 661 4844. E: licensing@imro.ie
www.imro.ie

8. Miscellaneous Information

Tariffs – 5% Dual Music Licence Discount

Effective from 1st January 2018 to 31 December 2018

If a new IMRO Licensee signs and returns to IMRO both the Dual Copyright Music Licence Contract (“the Dual Licence Contract”) and a valid Direct Debit Mandate within 30 days of a Dual Licence Contract being first issued, and the IMRO Licensee makes all Royalty payments due in accordance with the Dual Licence Contract, the new IMRO Licensee shall receive a once off discount of 5% off the total IMRO Royalties due for the first Licence Year under the Dual Licence Contract.

This Dual Music Licence Discount is further subject to the following conditions:

1. The discount is only applied to the final direct debit payment in the first Licence Year that clears the account,
2. PPI Royalty credits cannot be applied to IMRO Royalties and vice versa,
3. Discounts only accrue in respect of Royalties paid during the first Licence Year; no direct debit discount accrues in respect of Royalties paid in subsequent Licence Years,
4. The maximum discount to IMRO Royalties is €1,000 including VAT,
5. The Discount does not apply to payments via any other method other than Direct Debit and if a payment plan is indicated this must not exceed 10 consecutive monthly payments, and
6. The discount is only applicable to Royalties due under the following published IMRO tariffs:

Tariff Code & Description

AC – Aircraft
GP – General Purposes
HLC – Health & Leisure Centres
HRNPD – Hotels, Restaurants and Nightclubs.
I – Offices & Factories
J – Sports & Social Clubs
JB – Juke Box
MC – Motor Coaches & Minibuses
MH – Music on Hold
PVFI – VFI Pubs
RS – Retail shops
SP – Small premises such as waiting rooms and hairdressers.

Note: Capitalised terms used herein shall have the meaning set forth in the Dual Licence Contract.

Irish Music Rights Organisation CLG. Registered in Ireland Number 133321

Directors: Eleanor McEvoy (Cathaoirleach), Máire Breatnach, Brian Crosby, Keith Donald, Philip Flynn, Mick Hanly, Ray Harman, James Hickey, Johnny Lappin, Steve Lindsey(UK), Juliet Martin, Charlie McGettigan, Rose McHugh, Michael O’Riordan, Niall Toner.



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NOTIFICATION TO CONTROLLER IN ACCORDANCE WITH SEC 175 OF THE COPYRIGHT & RELATED RIGHTS ACT 2000.

Appointment of the Irish Music Rights Organisation (“IMRO”) as Agent of Phonographic Performance Ireland (“PPI”)

With effect from 1 January 2016, and as a means of simplifying and streamlining the licensing of the public performance of musical work copyrights in IMRO’s repertoire and sound recording copyrights in PPI’s repertoire, PPI appointed IMRO as its agent in respect of certain PPI tariffs for the purposes of:

- issuing new PPI licences;
- collecting PPI licence royalties that become due on or after 1 January 2016 in respect of existing licences already put in place by PPI and newly issued PPI licences;
- administering those licenses in terms of invoicing and debt collection; and
- where required (and in conjunction with PPI as the licensing body for sound recordings as defined in section 38(15) of the Act), enforcing PPI’s rights under those licences and collection of associated royalties.

Each of the above agency functions will be performed by IMRO on behalf of, or where appropriate, in conjunction with PPI (e.g. in respect of enforcement) and alongside IMRO’s licensing of the copyrights in IMRO’s own repertoire.

Notwithstanding the agency relationship, each of **IMRO and PPI remain separate licensing bodies** for purposes of the Copyright & Related Rights Act 2000 Act (“the Act”) and will remain fully and solely responsible for setting and defending their own tariffs. IMRO tariffs will continue to be set by IMRO on notice to the Office of the Controller of Patents, Designs and Trademarks in accordance with the Act.

Introduction of the Dual Copyright Music Licence Contract, General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs, and the Dual Music Licence version of relevant IMRO tariffs (referred to collectively as “the Dual Music Licence”)

With effect from 1 January 2016, IMRO and PPI will, where relevant and where agreed, licence their copyrights to new music users using the Dual Music Licence.



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IMRO will prepare and offer the Dual Copyright Music Licence Contract which will include a licence from each of IMRO and PPI granting the necessary permissions to music users to lawfully perform in public the musical works in IMRO's repertoire (i.e. on behalf of songwriters, composers and music publishers) and the sound recordings in PPI's repertoire (i.e. on behalf of record producers and performers). A copy of the Dual Copyright Music Licence Contract, together with the associated General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs is part of IMRO's Registration under the Act.

In order to ensure full consistency between the Dual Copyright Music Licence Contract and IMRO's tariffs, a **Dual Music Licence version of each relevant IMRO tariff** is being filed alongside the existing version of the relevant IMRO tariff. In respect of each relevant IMRO tariff, the prices and methodology for calculating royalties due under both sets of IMRO tariffs are identical – the only difference is that the Dual Music Licence version of each IMRO tariff relates and refers to the Dual Music Licence.

Copyright Music Licence Contract – IMRO Only and Copyright Music Licence Contract – Premises charged under PVFI – IMRO Only.

On 1 January 2016, IMRO ceased offering the Copyright Music Licence Contract – IMRO Only, and the Copyright Music Licence Contract – Premises charged under PVFI - IMRO Only, to new licensees and began a process to move all existing IMRO licensees who have signed such contracts at 31 December 2015, to the Dual Music Licence.

Until this transition is complete:

- the Copyright Music Licence Contract – IMRO only and the Copyright Music Licence Contract – Premises charged under PVFI – IMRO only (and the related standard General Terms Applicable to Tariffs and IMRO Only Licenses) remain part of IMRO's Registration under Section 175 of the Act and
- The standard version (i.e. non-Dual Licence Contract version) of each relevant IMRO tariff also remains part of IMRO's Registration.

General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs

Date: 1 July 2016.

1. Introduction

- (a) These General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs (the “**Dual Licence General Terms**”) are hereby incorporated into and form an integral part of the Dual Copyright Music Licence Contract between the Licensee, IMRO and PPI (the “**Dual Licence Contract**”). A breach of any term or condition of these Dual Licence General Terms shall constitute a breach of this Dual Licence Contract.
- (b) The Licensee acknowledges that this Dual Licence Contract, including the main body of this Dual Licence Contract, these Dual Licence General Terms and the IMRO tariffs and PPI tariffs are subject to change from time-to-time. IMRO shall notify the Licensee of any changes to this Dual Licence Contract by sending such notification to the Licensee at either its last known postal or email address or by sending an SMS message to the Licensee’s last known mobile phone number. Notwithstanding the foregoing: (i) PPI (and not IMRO) shall notify the Licensee of any changes to the PPI tariffs; and (ii) neither IMRO nor PPI is required to provide notice of any changes in the IMRO tariffs or PPI tariffs that are due to CPI inflation adjustments as set forth in the relevant tariffs. Such changes shall take effect on the date specified in IMRO’s notice to the Licensee. Subject to the foregoing, the Licensee agrees to be bound by the version of this Dual Licence Contract in force at any given time. Nothing herein shall restrict the Licensee’s rights under the Copyright and Related Rights Act 2000.
- (c) In the event of any conflict between the constituent parts of this Dual Licence Contract, the descending order of precedence shall be as follows: (i) the main body of this Dual Licence Contract; (ii) the relevant IMRO tariff or PPI tariff; and (iii) these Dual Licence General Terms.
- (d) Any capitalised terms used but not defined herein, shall have the applicable meaning set forth in the main body of this Dual Licence Contract, the relevant IMRO tariff or the relevant PPI tariff.

2. Tariffs

- (a) IMRO and PPI each publish their respective tariffs for general information purposes. The appropriate tariff or rate of Royalty applicable to a music user will be determined by IMRO (acting on its own behalf and also in its capacity as PPI’s agent in the case of the administration of the PPI tariffs which are set by PPI alone) on the basis of all relevant circumstances. The IMRO tariffs are published through the Patents Office and may be obtained at <http://www.imro.ie/duallicence> or upon request from IMRO. The PPI tariffs are published through the Patents Office and may be obtained at <http://www.ppimusic.ie> and <http://www.imro.ie/duallicence> or upon request from PPI or IMRO. The IMRO tariffs and the PPI tariffs are hereby incorporated into and form an integral part of this Dual Licence Contract.
- (b) An applicant for a licence and all Licensees are required to give such information as may be necessary to enable IMRO to decide which IMRO tariff and/or PPI tariff is applicable and to determine the initial and continuing Royalties payable. The Licensee agrees to provide to IMRO the details of anticipated and actual use of Copyright Music at each location at which the

Licensee is making Copyright Music available to the public, in the form required by IMRO from time-to-time during the Term of this Dual Licence Contract.

3. **Playlist Returns**

- (a) The Licensee shall, within thirty (30) calendar days of a request to do so, supply to IMRO by post, on the forms (electronic or otherwise) obtainable from IMRO, a list of all musical works and sound recordings, whether published or in manuscript, performed vocally, instrumentally, mechanically or digitally at the Premises, with the names of the composer, arranger, publisher and record producer of each such work and recording, and the number of times each has been performed (each, a **"Playlist Return"**), so as to assist IMRO in calculating the Royalties due under the applicable IMRO tariffs and PPI tariffs, and to allocate such Royalties.
- (b) Such Playlist Returns are to be made at such intervals specified by IMRO. If performances by CD/record players, tape machines and/or any other mechanical or digital means are covered by an IMRO licence or PPI licence, it shall be sufficient compliance with this condition to supply to IMRO an initial list of CDs/records, tapes and/or recordings in use, giving the title of each musical work recorded, the name of the composer (where this is shown on the CD/record or tape label) and the CD/record or tape make and number, with supplementary lists from time to time of any additions to or deletions from that list.
- (c) No Playlist Return is required of any musical work or sound recording in radio and/or television programmes whose broadcast and/or cable transmission may be covered by a separate IMRO licence and/or PPI licence with the broadcaster and/or cable operator.

4. **Additional Royalty Terms and Conditions**

- (a) Royalties consist of:
 - (i) **"Annual Royalties"** meaning Royalties calculated on an annual basis; and
 - (ii) **"Unit Royalties"** meaning Royalties that are calculated on a per session (or unit) basis;in each case as specified in the relevant IMRO tariff or PPI tariff.
- (b) The Licensee shall pay Value Added Tax on all Royalties.
- (c) All Royalties are payable on the applicable due date specified in this Dual Licence Contract.
- (d) Where IMRO, on its own behalf and / or as an agent of PPI, issues a licence for an occasional performance or series of performances, the Royalties due under that licence are due and payable against IMRO's invoice, or as otherwise stipulated by IMRO.
- (e) All Royalties are charged at the Royalty rate specified in the relevant tariff in force at the beginning of the Licence Year for which they are due or, in the case of a licence for an occasional performance, on the date of the performance which it covers.
- (f) If pursuant to any applicable provision of this Dual Licence Contract, any Royalty due is changed (eg, through either a change of tariff or a change in the Performance Particulars) on a date other than the Renewal Date: (i) IMRO (or as applicable PPI) shall notify the Licensee of such change pursuant to section 1(b) above; and (ii) the Licensee shall immediately pay IMRO any additional Royalties due. In the event of an overpayment by the Licensee (unless a refund

is requested by the Licensee and payable in accordance with this Dual Licence Contract), the amount of the reduction in the Royalties shall be credited against any Royalties due from the Licensee for the next Licence Year.

5. Receipts

- (a) To the extent an IMRO tariff or PPI tariff requires the Licensee to provide Receipts to ensure the correct calculation of Royalties, and the Licensee has paid an estimated amount of Royalties on account and in advance, the amount of such Royalties shall be adjusted in accordance with the Receipts when provided by the Licensee for the relevant Licence Year. In addition, the Licensee shall pay Royalties on account and in advance for the next Licence Year on the basis of those Receipts. For purposes of this section 5, "**Receipts**" means box office/admission receipts, z reads, fire capacity certificates or other comparable financial/attendance data.
- (b) If the Licensee fails to inform IMRO of a change in Performance Particulars pursuant to section 8.2 of the main body of this Dual Licence Contract, or fails to provide Receipts pursuant to section 5(a) above, IMRO shall be entitled to estimate the relevant receipts and submit an invoice for Royalties in accordance with that estimate. Any such estimate shall be adjusted to conform to the actual figures if and when the Licensee has furnished the requisite Receipts; provided however, that no adjustment will take place more than thirty (30) days after the end of the Licence Year to which such Receipts pertain.

6. Licence Exclusions

No IMRO licence granted under this Dual Licence Contract shall as applicable, extend to or authorise:

- (a) the performance of a dramatico-musical work whether staged or otherwise unless such performance is given by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a radio or television set used for the purpose of giving a public performance of broadcast programmes. A dramatico-musical work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly therefor;
- (b) the performance of a dramatic excerpt from a dramatico-musical work unless performed by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a radio or television set used for the purpose of giving a public performance of broadcast programmes. An excerpt will be deemed to be dramatic if it is accompanied by any dramatic action whether danced, acted or mimed and thereby (and/or through the use of costume, scenery or other visual effects) gives a visual impression of or otherwise portrays the writer's original concept of the work from which the excerpt is taken;
- (c) the performance of a non-dramatic excerpt or excerpts from a dramatico-musical work however performed:
 - (i) where the total duration of the excerpt or excerpts in the course of the same programme is more than 25 minutes; and/or
 - (ii) where the excerpt or excerpts are a potted version of the work; and/or
 - (iii) where the excerpt or excerpts are/or cover a complete act of the work;

- (d) the performance of the whole or any part of any music or any words associated therewith composed or used for a ballet if accompanied by a visual representation of that ballet or part of it, unless the performance takes place by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a television set used for the purpose of giving a public performance of broadcast programmes;
- (e) the performance of any musical work specially written for a son-et-lumiere production when performed in or in conjunction with that production;
- (f) the performance of any musical work (which is not itself a dramatico-musical work or part of a dramatico-musical work) specially written for a production of a dramatic work in a theatre when performed in, or in conjunction with that dramatic work;
- (g) the performance of any musical work accompanied by words other than those published or otherwise associated with it by the copyright owner;
- (h) the performance of any work in any altered or re-arranged form with such costume or action as to produce parodied or burlesque effects;
- (i) the performance of any work adapted to a dramatic form;
- (j) the broadcasting or other transmission of any performance or causing any performance to be audible beyond the precincts of the premises (unless such acts are specifically included in the performance particulars); or
- (k) the performance by means of any disc, cinematograph film, tape or other recording of any musical work, if the making of such recording infringed the copyright in that work.

No PPI licence granted under this Dual Licence Contract shall as applicable, extend to or authorise:

- (l) the making of copies of sound recordings (e.g. the copying of CDs onto music systems). If you use a music supply service, you are responsible for ensuring that the service is licensed to copy recorded music;
- (m) the mixing or editing or tampering with any sound recording; or
- (n) the playing in public of an infringing copy of a sound recording such as a bootleg, counterfeit or pirated copy of a sound recording.

7. Data Protection

- (a) For purposes of this section 7, the terms “data controller”, “personal data” and “processing” have the meanings ascribed to them in the Data Protection Acts 1988 and 2003 (as amended, superseded or replaced from time to time) (the “**DPA**”).
- (b) Some information that IMRO obtains relating to this Dual Licence Contract, or that a Licensee otherwise provides to IMRO, may comprise personal data. IMRO may process personal data on its own behalf as data controller for its own business purposes relating to this Licence Contract, including administering the Licensee’s IMRO licence, collecting IMRO licence Royalties, carrying out IMRO’s obligations and enforcing and defending its rights under this Dual Licence Contract. IMRO, in its capacity as agent for PPI (and on

behalf of PPI as data controller) may also (where applicable) process personal data on behalf of PPI to administer the Licensee's PPI licence, collect PPI licence Royalties, carry out PPI's obligations and enforce and defend PPI's rights under this Dual Licence Contract.

- (c) IMRO (or PPI) may also use personal data to respond to any queries or other communications that the Licensee submits to IMRO (or PPI), and to notify the Licensee about changes to the IMRO tariffs or PPI tariffs, and unless the Licensee has opted out, for direct marketing purposes.
- (d) The IMRO Privacy Statement (which is available on IMRO's website at www.imro.ie) sets out further details of how IMRO may use the Licensee's personal data (on its own behalf or on behalf of PPI, as applicable). The PPI Privacy Statement (which is available on PPI's website at www.ppimusic.ie) provides details on how PPI uses personal data, including Licensee personal data. These Privacy Statements are hereby incorporated into this Dual Licence Contract and form an integral part of it, so please read and familiarise yourself with their terms. The Privacy Statements also provide details of rights relating to your personal data (including the right, in accordance with the DPA, to access personal data and to rectify, block or erase inaccurate personal data).
- (e) Please direct any questions regarding IMRO's processing of personal data (on its own behalf or on behalf of PPI) to IMRO at Irish Music Rights Organisation Limited, Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2 or by email to privacy@imro.ie, in each case marked for the attention of the Director of Licensing.

8. General

- (a) **Change of Address.** The Licensee shall give prompt written notice to IMRO of any change in the physical or email address of the Licensee or the Premises or of any change in the name of the Premises.
- (b) **Severability.** The benefits of each of the provisions set out in this Dual Licence Contract, and each and every part of each such provision, shall be deemed to be separate and severable and enforceable accordingly. While any term or condition in this Dual Licence Contract (including without limitation, any restrictions contained in this Dual Licence Contract) are considered by the parties to be reasonable in all the circumstances, it is hereby agreed that in the event of any provision of this Dual Licence Contract being found to be void or otherwise unenforceable, but such provision nonetheless being valid if some part thereof were deleted or if the period or area of application were reduced or the range of activities were limited, such provision shall apply with such modification and shall be given effect to in such modified form as may be necessary to make it valid and effective.
- (c) **Waiver.** No relaxation, forbearance or delay by IMRO or PPI in enforcing any provision of this Dual Licence Contract, or in exercising any right or remedy to which it is entitled under this Dual Licence Contract, shall constitute a waiver or prejudice, affect or restrict the rights and powers of IMRO or PPI. No waiver of any provision of this Dual Licence Contract by IMRO or PPI shall be effective unless made in writing and signed by an authorised representative of IMRO or PPI. The waiver of any breach of this Dual Licence Contract by IMRO or PPI shall not constitute a waiver of any subsequent or other breach.
- (d) **No Assignment.** The Licensee shall not assign this Dual Licence Contract (or part with the possession of the licences), or delegate any of its rights or obligations under this Dual

Licence Contract, without in each and every case, the express prior written consent of an authorized representative of IMRO.

- (e) **IMRO's Right of Entry.** IMRO, through its auditor or representative, shall have the right of access during normal business hours to the Premises licensed by IMRO (both in its own right and as PPI's agent), solely for the purpose of checking the Performance Particulars on which the Royalties payable are calculated, for which purpose the Licensee shall make available all necessary personnel and information during such inspection.
- (f) **IMRO's Right of Audit.** IMRO shall at its request and at its expense, on reasonable written notice to the Licensee, be entitled to appoint a third party selected by IMRO (the "Auditor") to inspect during normal business hours, such of the relevant books, records, VAT returns and other information (to include both hard copy and soft copy files and documents) (collectively "Books and Records") of the Licensee as IMRO and the Auditor deem necessary for the purpose of verification of the Performance Particulars and other information upon which the Royalties are calculated, and for the purpose of otherwise verifying whether the conduct of the Licensee is in accordance with the terms of this Dual Licence Contract.

The Licensee and the Auditor shall enter into a Non-Disclosure Agreement, which in addition to protecting the confidentiality of the Books and Records, shall specify that:

- provided there is not an under-declaration by the Licensee of greater than 5% of the correct Royalties payable for the period audited, the only disclosure requirement of the Auditor and the Licensee to IMRO in respect of the audit shall be the amount of and reason for the under-declaration, and
- if there is an under-declaration by the Licensee of greater than 5% of the correct Royalties payable for the period audited, the Auditor shall be entitled to make full disclosure to IMRO of the Auditor's audit records and related documents, including copies of all relevant Books and Record, provided however that IMRO shall only be permitted to use such information for purposes of enforcing its rights under this Dual Licence Contract.

In addition, if on conducting any such audit, it is revealed that an under-declaration by the Licensee of greater than 7% of the correct Royalties payable for the period audited has occurred solely as a result of the Licensee's under-declaration of Receipts pursuant to section 5 above, all IMRO's costs of the audit will be borne by the Licensee.

In all cases where an audit reveals an under-declaration by the Licensee of Royalties, of whatever amount and for whatever reason, the Licensee shall promptly pay IMRO the additional Royalties calculated by IMRO (at the applicable higher Royalty rate(s)) that are due based on the audited figures and Performance Particulars.

The Licensee shall cooperate with the Auditor in connection with any audit conducted pursuant to the section 8(f).

- (g) **Governing Law and Jurisdiction.** This Dual Licence Contract shall be governed by and construed in accordance with the laws of Ireland. The parties hereby agree to submit to the exclusive jurisdiction of the Irish courts seated in Dublin, irrespective of the place in which this Dual Licence Contract is executed or deemed to be executed.

- (h) **Survival.** Those terms and conditions which by their nature are intended to survive the termination of this Dual Licence Contract (irrespective of the reason for such termination) shall so survive, including without limitation, those terms applicable to the following matters: IMRO and PPI's reservation of their respective copyrights; Royalty and related terms to the extent Royalties remain outstanding as of termination; data protection; IMRO's rights of entry and audit; and governing law and jurisdiction.

End of Dual Licence General Terms



IRISH MUSIC RIGHTS ORGANISATION CLG

Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2, D02 HW59, Ireland.
Telephone: (01) 6614844. Email: licensing@imro.ie Web: www.imro.ie

STANDARD TARIFF AC

Introduced on 1st January 1985
Effective from 1st January 2018

IMRO does not undertake to offer a licence or permit at the rates of charge shown in this tariff in respect of any performances unless application has been made in advance of the performance.

1. SCOPE OF TARIFF

This tariff applies to performances of copyright music within the repertoire controlled by IMRO* in aircraft registered in the Republic of Ireland.

2. ROYALTY RATES

The following rates apply to all royalties falling due under this tariff between

1st January 2018 and 31st December 2018

The annual royalty payable in respect of performances in aircraft to which this tariff applies shall be calculated at the rate of €10.82 per 500 passenger hours* of music played.

3. COMPUTATION OF ROYALTY CHARGE

(a) Take-off and Landing Music

Under this tariff the duration of music usage during take-off and landing is to be taken as 15 minutes per passenger –

EXAMPLE: (Calculation at €10.82 per 500 hours)

In the case of an aircraft which carried 60,000 passengers to whom music was audible during take-off and landing, the number of passenger hours would be 15,000 (60,000 ÷ 4), and the annual royalty would be €324.60.

(b) In-Flight Music

The number of hours flown with passengers by the aircraft during the year will be divided by the number of stage flights to produce an average flight duration, and the average flight duration will then be multiplied by the number of passengers who listen to in-flight music.

* See Definitions

EXAMPLE: (Calculation of €10.82 per 500 passenger hours)

In the case of an aircraft flying a total of 3,300 hours, in 600 stage flights, the average flight duration would be 5.50 hours.

If the number of passengers to whom in-flight music was audible was 20,000 the annual royalty would be:-

$$\frac{20,000 \times 5.50 \times \text{€}10.82}{500} = \text{€}2,380.40$$

4. INFLATION ADJUSTMENT

The foregoing rates of charge are related to the Consumer Price Index of Retail Prices for mid-October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2019 and each subsequent anniversary of that date in proportion to annual changes in that index.

5. GENERAL CONDITIONS

This tariff is subject to the General Conditions applicable to Tariffs and Licences, a copy of which is available on request.

6. DEFINITIONS

“**repertoire controlled by IMRO**” means all and any musical works, and words associated with such works, in which rights to perform publicly and to authorise others to do the same are vested in IMRO.

“**passenger hour of music**” means one hour of music audible to one passenger.

7. VALUE ADDED TAX

Every licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the royalty due under the tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the royalty payable.

This tariff supersedes all previous editions.



IRISH MUSIC RIGHTS ORGANISATION CLG

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STANDARD TARIFF C

Introduced pursuant to the award(s) and decision of an arbitrator, Mr John Gordon, SC dated 8th October 2013 and 30th April 2014.

The arbitrator was appointed by the Controller of Patents Designs and Trademarks pursuant to section 357(1)(b) of the Copyright and Related Rights Act 2000 for the purposes of determining a dispute between the Dublin Cinema Group and the Irish Music Rights Organisation CLG (IMRO) under Section 152 of the Copyright and Related Rights Act 2000; and also between the Society of Film Exhibitors and IMRO under Section 152 of the Copyright and Related Rights Act 2000, relating to the operation of Tariff C.

Effective from 1st Jan 2014 to 31st December 2018

IMRO does not undertake to offer a licence or permit at the rates of charge shown in this tariff in respect of any performances unless application has been made in advance of the performance.

1 SCOPE AND APPLICABILITY OF TARIFF

- 1.1 This tariff applies to performances of copyright music within the Repertoire Controlled by IMRO given in the course of, or in connection with, the exhibition of cinematograph films at cinemas or other premises at which the commercial exhibition of cinematograph films regularly takes place. For this tariff to apply the cinema operator must be charging on admission.
- 1.2 Licenses under this tariff shall permit the following public performances of copyright music within the Repertoire Controlled by IMRO:
 - a) As part of the cinematograph films being exhibited;
 - b) As part of any audiovisual advertisements, including film trailers shown within the auditorium before, during or after the exhibition of a cinematograph film;
 - c) As part of any film trailers being exhibited in the cinema foyer; and
 - d) Subject to paragraph 2.5 any public performance of copyright music within the Repertoire Controlled by IMRO in the foyer, corridors or toilets of the cinema premises.
- 1.3 For the avoidance of doubt this tariff does not apply to performances of copyright music within the Repertoire Controlled by IMRO in restaurant/bar areas within cinemas.

2 ANNUAL ROYALTY

The following rates apply to all royalties falling due under this tariff between:

1st January 2018 and 31st December 2018

- 2.1 The annual royalty payable by a Licensee under this tariff shall be calculated for each Licence Year as a percentage of the Licensee's Actual Box Office Receipts.
- 2.2 The royalty rate shall be 1.0% of Actual Box Office Receipts.
- 2.3 On the issuing of a new licence for a cinema, the provisional royalty shall be calculated on the following basis:
 - 2.3.1 In respect of the First Licence Period, the Licensee shall furnish an estimate of the Actual Box Office Receipts for the First Licence Period which will be multiplied by the royalty rate. At the end of the First Licence Period the payment shall be adjusted on the basis of the Actual Box Office Receipts as certified under paragraph 3 of this tariff.
 - 2.3.2 In respect of the first full Licence Year, the Licensee shall furnish an estimate of the Actual Box Office Receipts for the full Licence Year which shall be calculated by a proportionate adjustment of the Actual Box Office Receipts of the First Licence Period. At the end of this first full Licence Year, the royalty shall be adjusted on the basis of the Actual Box Office Receipts for the first full Licence Year as certified under paragraph 3 of this tariff.
- 2.4 If a Licensee's Actual Box Office Receipts fall within one of the below categories the relevant discount pertaining to that category will apply:
 - 2.4.1 If a Licensee's Actual Box Office Receipts less VAT **are less than or equal to €262,409**, then the royalty calculated under paragraphs 2.1 and 2.2 and the on account payment calculated under paragraph 3.2 of this tariff will be reduced by **20%**.
 - 2.4.2 If a Licensee's Actual Box Office Receipts less VAT **are greater than €262,409 but less than or equal to €524,816**, then the royalty calculated under paragraphs 2.1 and 2.2 and the on account payment calculated under paragraph 3.2 of this tariff will be reduced by **15%**.
 - 2.4.3 If a Licensee's Actual Box Office Receipts less VAT **are greater than €524,816 but less than or equal to €787,226**, then the royalty calculated under paragraphs 2.1 and 2.2 and the on account payment calculated under paragraph 3.2 of this tariff will be reduced by **10%**.
- 2.5 If a Licensee does not require a licence, in respect of the public performances outlined in paragraph 1.2 d), then the royalty charge calculated under this paragraph 2 for a cinema premises shall be reduced by:
 - 2.5.1 €75 in the case of a cinema premises in which the combined area for its foyer, corridors and toilets does not exceed 100m²; or
 - 2.5.2 €150 in the case of a cinema premises in which the combined area of its foyer, corridors and toilets exceeds 100m².

3 ANNUAL RETURNS AND PAYMENT

- 3.1 The Licensee shall, not later than 31st January in each year, furnish to IMRO a statement showing the Actual Box Office Receipts for the preceding Accounting Period including a full breakdown of all Allowable Deductions made from total income generated by the Licensee from the sale of admission tickets. This detailed statement shall be certified as true and accurate by a Director or the Company Secretary of the Licensee and in addition, shall be certified to be a true and accurate return of the Actual Box Office Receipts for the preceding Licence Year by a person who is qualified to be appointed as auditor of a company under Section 187 of the Companies Act, 1990 or by a person who is approved by IMRO.

- 3.2 The royalties under this tariff are payable at the commencement of each Licence Year. As the actual royalty payable by the Licensee in respect of each year cannot be ascertained until the Actual Box Office Receipts for that Accounting Period have been certified pursuant to paragraph 3.1 of this tariff, the Licensee shall, when the certified statement is submitted to IMRO, make a payment on account of the royalty due equal to the Actual Box Office Receipts for the preceding Accounting Period multiplied by the royalty rate, plus any additional sum due under paragraphs 2.1 and 2.2 of this tariff for the preceding Accounting Period.
- 3.3 If a certified statement which meets the requirements of paragraph 3.1 above is submitted and the on account payment pursuant to paragraph 3.2 above is paid before 31st January in each Licence Year, the Licensee shall be entitled to claim a prompt payment discount of 7% to be deducted from both the payment on account pursuant to paragraph 3.2 and on any additional payment or refund due under paragraphs 2.1 and 2.2 of this tariff for the preceding Accounting Period. For the avoidance of doubt, this prompt payment discount is effective only in respect of royalties due for Licence Years commencing from 1st January 2010.

4 AUDIT

- 4.1 IMRO, shall, at its request and, subject to paragraph 4.2, at its own expense, on reasonable written notice to the Licensee, be entitled to inspect, during normal working hours, the relevant Books and Records of the Licensee solely for the purpose of verification of the Actual Box Office Receipts. Such inspection shall be carried out by IMRO or a person appointed by IMRO to perform the inspection.
- 4.2 If on conducting an audit, it is revealed that an under-declaration by the Licensee of greater than 7% has occurred, all costs of the audit will be borne by the Licensee, together with the additional royalties, calculated by IMRO to be due based on the audited figures.

5 EXCLUSIONS

- 5.1 This tariff does not apply to performances of the Repertoire Controlled by IMRO, other than those expressly referred to in paragraph 1.1 and 1.2 hereof, and any licence granted by IMRO under this tariff is subject to the condition that the Licensee shall notify IMRO of all other entertainments or events where music is performed at the premises licensed, other than under this tariff and the Licensee shall pay all additional royalties due for such performances in accordance with the appropriate tariff.
- 5.2 For the avoidance of doubt, this tariff does not apply to a Simulcast Event.

6 GENERAL CONDITIONS

- 6.1 This tariff is subject to IMRO's General Conditions Applicable to Tariffs and Licences, a copy of which is available on request.

7 INFLATION ADJUSTMENT

The box office thresholds in paragraph 2.4 are linked to the Consumer Price Index of Retail Prices of 148.4 points for mid-October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2019 and each subsequent anniversary of that date in proportion to annual changes in that Consumer Price Index.

8 VALUE ADDED TAX

- 8.1 Every Licensee under this tariff shall pay to IMRO, in addition to the royalty due under this tariff, a sum in respect of VAT calculated at the relevant rate on the royalty payable.

9 DEFINITIONS

- 9.1 **“Accounting Period”** means the twelve month period ending 31st December in any one year.
- 9.2 **“Actual Box Office Receipts”** means the total income generated by the Licensee from sales of cinema admission tickets during the Accounting Period, less all Allowable Deductions.
- 9.3 **“Allowable Deductions”** includes:
- 9.3.1 VAT and any other payment levied as a matter of law on Actual Box Office Receipts;
 - 9.3.2 Third party debit and credit card charges;
 - 9.3.3 Internet booking fees charged in addition to the admission price for tickets purchased using an exhibitor’s online booking service;
 - 9.3.4 Any additional fees charged over the normal admission price to view a film in 3D;
 - 9.3.5 Any additional charge for the provision of 3D viewing glasses;
 - 9.3.6 Income generated by the Licensee from the sales of admission tickets for the exhibition of opera from the Metropolitan Opera House in New York and the Bolshoi Theatre in Moscow;
 - 9.3.7 Any other charges collected from time to time as part of a cinema operator’s box office receipts but which are in fact unconnected to the enjoyment of music as part of a film by a customer.
- 9.4 **“Books and Records”** shall include, but is not limited to, the following:
- 9.4.1 the audited accounts;
 - 9.4.2 in the case of unlimited companies, partnerships or sole traders the relevant accounting records;
 - 9.4.3 all box office returns made to Film Distributors.
- 9.5 **“First Licence Period”** means the date of issue of a licence under this tariff up to the 31st December in that year.
- 9.6 **“IMRO”** means the Irish Music Rights Organisation CLG
- 9.7 **“Licence Year”** means the period commencing 1st January in any relevant year and ending on 31st December.
- 9.8 **“the Licensee”** means the company or person(s) to whom IMRO grant a licence for the public performance of music within the Repertoire Controlled by IMRO.

- 9.9 **“Simulcast Event”** means the screening in a cinema (as distinct from the separate act of transmission) of a live event taking place at a remote location and relayed to the cinema for simultaneous exhibition.
- 9.10 **“Repertoire Controlled by IMRO”** means all and any musical works, and words associated with such works, in which rights to perform publicly and to authorise others to do the same are vested in IMRO.

This tariff supersedes all previous editions



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STANDARD TARIFF GP

Introduced on 6th May 1991

Effective from 1st Jan 2018

(Also incorporating former Tariff B, Tariff G, Tariff GF, Tariff H, Tariff K, Tariff S, & Tariff SG)

IMRO does not undertake to offer a licence or permit at the rates of charge shown in this tariff in respect of any performances unless application has been made in advance of the performance.

1. SCOPE OF TARIFF

This tariff applies to performances of copyright music within the repertoire controlled by IMRO* at functions and events at premises which are not within the scope of other standard tariffs published by IMRO.

2. GENERAL CONDITIONS

This tariff is subject to IMRO's General Conditions Applicable to Tariffs and Licences, a copy of which is available on request.

IMRO, by its agent, shall have the right of free entry to any premises licensed under this tariff, solely for the purpose of checking the particulars on which the charges under the licence or permit are from time to time assessed, for which purpose the licensee shall make available to IMRO's agent all the necessary records and books of accounts.

The appropriate Tariff or rate of royalty applicable to a music user will be determined by IMRO on the basis of all relevant circumstances.

3. ROYALTY RATES

The following rates apply to all royalties falling due under this tariff between

1st Jan 2018 and 31st December 2018

The rates payable in respect of the first year are reduced by one-third where the licence has been applied for and obtained before musical performances take place.

* See Definitions

| | First Year of Licence € | Second and/or Subsequent Years € |
|---|--------------------------------------|--|
| 3.1 FEATURED MUSIC* | | |
| 3.1.1 The royalty per session is: - | | |
| For the first 300 persons capacity* | 79.79 | 53.16 |
| and for each 100 persons capacity* (or part thereof) thereafter | 47.87 | 31.89 |
| 3.1.2. For each busking point, the royalty per session is:- | | |
| | 15.99 | 10.66 |
| 3.1.3. Video or cinema performances in a room or place which is part of the premises and used for other purposes but which is being specially used for the primary purpose of video or film shows and with seating arranged accordingly (whether or not a charge is made for admission) including Heritage & Cultural Centres | | |
| The royalty per session is: - | | |
| For the first 100 persons capacity* | 9.58 | 6.36 |
| and for each 25 persons capacity* (or part thereof) thereafter | 3.21 | 2.16 |
| 3.1.4 For short educational and/or training films or videos for in house training and information, selling and promotion, including Heritage & Cultural Centres | | |
| | 3.16 | 2.12 |
| The royalty per session is: - | | |
| <u>Note:</u> This charge is subject to a maximum of €18.96 per day for unlicensed performances and €12.72 per day for licensed performances | | |
| 3.1.5. For aerobic and keep fit classes and for dance and music classes. | | |
| The royalty per session / class is: - | 3.22 | 2.16 |
| 3.1.6. For background music* at boxing, wrestling and similar sports events or at bingo sessions. | | |
| The royalty per session is:- | | |
| For the first 100 persons capacity* | 3.22 | 2.16 |
| and for each 25 persons capacity* (or | 0.97 | 0.68 |

* See Definitions

| First Year of Licence | Second and/or Subsequent Years |
|-----------------------------|---|
| € | € |

part thereof) thereafter

3.2 AMUSEMENT MUSIC

3.2.1. The **royalty per session** is: -

| | | |
|---|-------|-------|
| For the first 300 persons capacity* | 39.89 | 26.60 |
| and for each 100 persons (or part thereof) thereafter | 23.97 | 15.99 |

3.3 LOCAL AND/OR COMMUNITY EVENTS

For performances of background music at local and community events such as fashion shows, exhibitions, sports days. etc

The **royalty per day** is: -

| | | |
|--|-------|-------|
| | 63.80 | 42.54 |
|--|-------|-------|

3.4 SKATING RINKS

For performances of music at ice and rollerskating rinks.

The **annual royalty** is:-

| | | |
|--|------|------|
| for each 100 persons admitted* (or part thereof) to the premises, (whether for the purpose of skating or otherwise | 3.22 | 2.16 |
|--|------|------|

3.5 BACKGROUND MUSIC* IN AREAS WITH OR WITHOUT SEATING

3.5.1. For performances by means of television alone,

| | | |
|---------------------------------|--------|--------|
| The annual royalty is: - | 190.52 | 126.98 |
|---------------------------------|--------|--------|

3.5.2. For performances by any one of any combination of the following: -

audio jukebox, record/tape player, radio, with or without a television,

The **annual royalty** is as follows:-

Floor area (measured from wall to wall)

| | | |
|--------------------------|--------|--------|
| Up to 50 m ² | 317.44 | 211.61 |
| 50 – 100 m ² | 507.86 | 338.58 |
| 101 – 150 m ² | 704.60 | 469.75 |

* See Definitions

| | First Year of Licence | Second and/or Subsequent Years |
|--|-----------------------------|---|
| | € | € |
| 151 – 200 m ² | 888.74 | 592.46 |
| Over 200 m ² | 1,079.13 | 719.47 |
| 3.5.3. For performances by any one of or any combination of the following:- | | |
| video jukebox, music television, video monitors, karaoke machine or similar apparatus, with or without those instruments charged under paragraph 3.5.2. | | |
| The annual royalty is as follows:- | | |
| Floor Area (measured from wall to wall) | | |
| up to 50 m ² | 404.65 | 269.78 |
| 51 – 100 m ² | 634.80 | 423.18 |
| 101 – 150 m ² | 880.78 | 587.20 |
| 151 – 200 m ² | 1,110.94 | 740.61 |
| Over 200 m ² | 1,348.95 | 899.32 |
| 3.6 FOR BACKGROUND MUSIC* IN CORRIDORS, FOYERS, FORE-COURTS, CIRCULATING AND MISCELLANEOUS AREAS | | |
| The annual royalty is: - | | |
| for each unit of 100 m ² (or part thereof) | 93.92 | 62.62 |
| 3.7 FOR PERFORMANCES OF BACKGROUND MUSIC* RELAYED IN CARPARKS | | |
| The annual royalty is:- | | |
| For the first 500 car parking spaces | 469.46 | 312.97 |
| and for each 250 car parking spaces (or part thereof) thereafter | 156.48 | 104.32 |
| 3.8 FOR PERFORMANCES BY BANDS of the kind described herein given at (i) such occasional entertainments as athletic meetings, flower shows, bazaars, processions, parades and similar functions of an ephemeral nature, and which do not take place for more | | |

* See Definitions

| First Year of Licence | Second and/or Subsequent Years |
|-----------------------------|---|
| € | € |

than seven consecutive days at any one premises, or (ii) given at trade or other exhibitions which are not open for more than four consecutive days, **provided that** the performances take place on premises which have no permanent management and which are not premises where music is usually performed as part of a public entertainment,

The **annual royalty** is:-

| | | |
|---|--------|--------|
| Regular Forces, also Civilian Services such as Police and Fire Brigades | 305.75 | 203.87 |
| Pipe, drum and fife bands of the above | 168.47 | 112.28 |
| Other bands (brass, military, pipe or reed) | 181.99 | 121.36 |

3.9 FOR PERFORMANCES OF BACKGROUND MUSIC* RELAYED IN GARAGE FORECOURTS

Including simultaneous performances in an adjacent office or accessories shop having a floor area of not more than 50 square metres, and in an attached workshop with up to 5 employees normally in it.

| | | |
|--------------------------------|--------|--------|
| The annual royalty is:- | 170.24 | 113.48 |
|--------------------------------|--------|--------|

3.10 PERFORMANCES AT CIRCUSES

The **annual royalty** is

| | | |
|--------------------------|----------|----------|
| Seating Capacity* | | |
| up to 500 | 772.60 | 515.08 |
| 501 – 750 | 1,928.54 | 1,285.68 |
| 751 – 1000 | 2,436.80 | 1,624.53 |
| 1001 – 1250 | 3,506.58 | 2,337.74 |
| 1251 – 1500 | 4,160.40 | 2,773.56 |
| 1501 – 2000 | 5,943.45 | 3,962.29 |
| 2001 – 2500 | 7,429.31 | 4,952.88 |
| Over 2500 | 8,915.21 | 5,943.47 |

3.11 PERFORMANCES AT SPORTSGROUNDS*

in conjunction with normal sporting events, before, during the intervals between and at the end of such events

For each 1,000 persons (or part thereof) admitted* to events

| | | |
|---------------------------------|------|------|
| The royalty per event is | 4.82 | 3.23 |
|---------------------------------|------|------|

* See Definitions

| | First Year of Licence | Second and/or Subsequent Years |
|--|--------------------------------------|---|
| | € | € |

| | | |
|--|--------|--------|
| Subject to a minimum annual royalty of: | 191.60 | 127.75 |
|--|--------|--------|

3.12 FATHER CHRISTMAS SHOWS, MANNEQUIN AND FASHION SHOWS etc

For performances at events such as Father Christmas shows, Christmas toy bazaars and similar attractions and mannequin, dress and other fashion shows,

| | | |
|-----------------------------|-------|-------|
| the daily royalty is | 63.80 | 42.55 |
|-----------------------------|-------|-------|

3.13 PERFORMANCES AT PAROCHIAL AND CHURCH HALLS, AND OTHER HALLS:

(i) Basic Rates

Subject to the minimum royalties set out in paragraph 3.13 (ii), the royalties payable to IMRO for its permission in respect of performances of IMRO's repertoire licensed under this paragraph shall be calculated as follows:-

- (a) Performances at concerts, musical dances or socials with dancing and other similar functions at which music is a major feature
– For each function, €2.47 per accommodation unit* or part thereof
- (b) Performances at film shows, dancing classes, socials without dancing, and other similar functions at which music is not a major feature
– For each function €1.23 per accommodation unit* or part thereof.

(ii) Minimum Royalty Payment

The minimum royalties payable under this paragraph of this tariff are: -

- (a) for a licence for occasional performances during a year, €12.35
- (b) for licences continuing from year to year, €24.75 per annum

3.14 MINIMUM ROYALTY PAYMENT

* See Definitions

| First Year of Licence | Second and/or Subsequent Years |
|-----------------------------|---|
| € | € |

The royalties payable under this tariff (except as regards paragraphs 3.8, 3.9, 3.11 & 3.13) are subject to the following **minimum annual payments**:-

| | | | |
|--------|--|--------|--------|
| 3.14.1 | For a licence continuing from year to year | 187.77 | 125.17 |
| 3.14.2 | For a permit for an occasional performance or where permission was not sought prior to the date of the event | 187.77 | 125.17 |

3 INFLATION ADJUSTMENT

The foregoing rates of charge are related to the Consumer Price Index of Retail Prices for October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, “the basic Index Figure” and will be adjusted on 1st January 2019 and each subsequent anniversary of that date in proportion to annual changes in that Index.

4 VALUE ADDED TAX

Every licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the royalty due under the tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the royalty payable.

5 DEFINITIONS

“**accommodation unit**” means seating capacity for 100 persons or dancing capacity for 50 persons.

“**amusement music**” means impromptu performances by bona fide customers (who are not otherwise professional or semi-professional musicians or performers) for their own and for their fellow customers’ amusement which have not in any way been previously advertised or announced to the public.

“**background music**” means performances by means of a record and/or CD/tape player (excluding jukeboxes or video performances) or by means of a radio or television set operated on the premises or by diffusion through a loudspeaker, however conveyed, from another part of the premises or from a source outside the premises.

“**capacity**” means the maximum number of persons that may be admitted to the area of entertainment at any one time (assessed by reference to fire or similar regulations where available).

“**featured music**” means music performed by: -
performers in person,

or

a record, tape or CD player primarily for entertainment such as by means of discotheque equipment or otherwise for dancing or in conjunction with cabaret or similar entertainment. It also includes music sourced by means of a satellite dish or cable.

or

cinematograph equipment, video player,

* See Definitions

| First Year of Licence | Second and/or Subsequent Years |
|-----------------------------|---|
| € | € |

or

karaoke machine or similar apparatus – a tape or disc player providing specially produced backing tracks to enable people to sing to them for the entertainment of others.

“persons admitted” means the total number of persons attending events at which music is played in any one year as certified by an accountant qualified to be appointed auditor to a public company.

“repertoire controlled by IMRO” means all and any musical works, and words associated with such works, in which rights to perform publicly and to authorise others to do the same are vested in IMRO.

“sportsgrounds” means race tracks, stadia or speedways, football grounds and any other premises of a similar nature.

This tariff supersedes all previous editions

* See Definitions

Edn 12/17



IRISH MUSIC RIGHTS ORGANISATION CLG

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STANDARD TARIFF HLC

Introduced on 6th November 1995
Effective from 1st January 2018

IMRO does not undertake to offer a licence or permit at the rates of charge shown in this tariff in respect of any performances unless application has been made in advance of the performance.

1. SCOPE OF TARIFF

This tariff applies to the following performances of copyright music within the repertoire controlled by IMRO* in leisure centres and/or gyms.

2. ROYALTY RATES

The following charges apply to all royalties falling due under this tariff between

1st January 2018 and 31st December 2018

Background Music*

| | | Unlicensed € | Licensed € |
|-------|--|-------------------------|-----------------------|
| (i) | For leisure centres and/or gyms with an area up to 100 m ² | 288.96 | 192.65 |
| (ii) | For leisure centres and/or gyms with an area between 100 m ² and 250 m ² | 577.96 | 385.28 |
| (iii) | For leisure centres and/or gyms with an area exceeding 250 m ² | 866.94 | 577.96 |
| (iv) | For aerobic and keep-fit classes, including aqua-aerobics, the royalty per session is: | 3.21 | 2.15 |

3. LICENCE

All performances in the first year will be charged at the unlicensed performance rate unless the user applies in writing for a licence before the music is performed. Any performances not declared are unauthorised and constitute an infringement of copyright and will be charged as unlicensed performances.

Where the premises are open only during a limited season in each year the annual royalty is adjusted by a proportionate reduction, subject to the minimum specified below.

* See Definitions

4. INFLATION ADJUSTMENT

The foregoing rates of charge are related to the Consumer Price Index of Retail Prices for mid-October 2017 (on the November 1996 base), as published in the Irish Statistical Bulletin, and will be adjusted on 1st Jan 2019 & each subsequent anniversary of that date in proportion to annual changes in that Index.

5. GENERAL CONDITIONS

This tariff is subject to the General Conditions applicable to Tariffs and Licences, a copy of which is available on request.

6. DEFINITIONS

“repertoire controlled by IMRO” means all and any musical works, and words associated with such works, in which rights to perform publicly and to authorise others to do the same are vested in IMRO.

“background music” means music when performed by a record/tape/CD player otherwise than for featured purposes, and includes music performed by a relayed radio, audible throughout the premises. It also includes music sourced by means of satellite dish or cable.

“area” means the area of the leisure centre and/or gym measured from wall to wall of the whole of that part of the premises to which the public are admitted and in which the music is audible. It also includes staff areas and the areas occupied by swimming pools, jacuzzis and plunge pools.

7. MINIMUM ROYALTY

The minimum annual royalty under this tariff is €91.21.

8. VALUE ADDED TAX

Every licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the royalty due under the tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the royalty payable.

This tariff supersedes all previous editions



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STANDARD TARIFF HRNPD

Introduced on 6th July 2007
Effective from 1st January 2018

IMRO does not undertake to offer a licence or permit at the rates of charge shown in this tariff in respect of any performances unless application has been made in advance of the performance.

1. SCOPE OF TARIFF

The tariff applies to the following performances of music in hotels, nightclubs, restaurants, guest houses and similar establishments.

2. ROYALTY RATES

The following rates apply to all royalties falling due under this tariff between:

1st January 2018 and 31st December 2018

(a) Featured Music

(Live Music, Cabaret, Discos, Supper Dances, Dinner Dances, Ordinary Dances, Weddings† and miscellaneous)

Charge for Performances - Per Session

| | Unlicensed € | Licensed € |
|-------------------------------------|-------------------------|-----------------------|
| Licensed Capacity not exceeding 100 | 23.31 | 15.48 |
| Licensed Capacity not exceeding 200 | 39.50 | 26.37 |
| Licensed Capacity not exceeding 300 | 55.49 | 36.99 |
| Licensed Capacity not exceeding 400 | 63.48 | 42.27 |
| Licensed Capacity not exceeding 500 | 71.23 | 47.53 |
| Licensed Capacity not exceeding 600 | 78.99 | 52.70 |
| Licensed Capacity not exceeding 700 | 85.17 | 56.85 |
| Charge per 100 capacity thereafter | 4.74 | 3.18 |

Note 1: † Weddings will be charged at the rate equivalent to licensed capacity not exceeding 100.

Note 2: Where live concerts with cover charges take place this tariff will not apply. The concert tariff LP will apply. Live concerts will be defined as musical entertainments consisting entirely or almost entirely of copyright music performed at an event*

(b) Background Music

Charge for Performances - Per Annum

| | Unlicensed € | Licensed € |
|--|-------------------------|-----------------------|
| Radio and/or Tape/CD player alone or with Radio and/or Television | 120.23 | 80.12 |
| Radio and/or television alone | 100.55 | 67.05 |

*for each unit of 20 seats or part thereof**

Rates for Hotel Bedrooms

| Rooms | € |
|-------------------------|----------|
| 0 - 50 | 66.31 |
| 51 - 100 | 132.62 |
| 101 - 150 | 198.93 |
| 151 - 200 | 265.24 |
| Per 50 rooms thereafter | 66.31 |

3. LICENCE

All performances in the first year will be charged at the unlicensed performance rate unless the user applies in writing for a licence before the music is performed.

Any performances not declared either in advance or at the end of the licence period are unauthorised and constitute an infringement of copyright and will be charged as unlicensed performances.

4. MISCELLANEOUS

Other performances which are not covered under this tariff such as performances by means of jukeboxes, live music pay in events, etc. will be assessed under the appropriate tariffs.

5. INFLATION ADJUSTMENT

The foregoing rates of charge are related to the Consumer Price Index of Retail Prices for mid-October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2019 and each subsequent anniversary of that date in proportion to annual changes in that Index.

6. GENERAL CONDITIONS

This tariff is subject to the General Conditions applicable to Tariffs and Licences, a copy of which is available on request.

7. DEFINITIONS

“featured music” means: -

- (i) live music performed by performers of musical instruments and singers, whether or not they combine their performances with other activities such as dancing
or,
- (ii) music performed by means of a record/tape/cd player primarily intended for entertainment and/or dancing as distinct from background music which is to add atmosphere. For the avoidance of doubt this includes but is not limited to disco club music.

“background music” means performances by means of a record and/or cd/tape player (excluding juke boxes or video performances) or by means of a radio or television set operated on the premises or by diffusion through a loudspeaker, however conveyed, from another part of the premises or from a source outside the premises.

“capacity” means the maximum number of persons who may be admitted to the area of entertainment at any one time (assessed by reference to fire or similar regulations where available).

The simultaneous or consecutive musical performances that take place in separate rooms in a premises are separately assessable.

“event” shall mean an uninterrupted musical event, save for short intervals or breaks. Repeat performances of the same programme such as afternoon and evening sessions shall be deemed to be separate events.

8. MINIMUM ROYALTY

The minimum annual royalty under this tariff for 2018 is €66.31

9. VALUE ADDED TAX

Every licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the royalty due under the tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the royalty payable.

10. LATE PAYMENTS

Invoices are payable 30 days from the date of issue. Interest is payable thereafter until the date of actual payment at the rate specified in the EC (late payments on Commercial Transactions) Regulations 2002.

This tariff supersedes all previous editions



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STANDARD TARIFF I

Introduced on 6th July 1987
Effective from 1st January 2018

IMRO does not undertake to offer a licence or permit at the rates of charge shown in this tariff in respect of any performances unless application has been made in advance of the performance.

1. SCOPE OF TARIFF

This tariff applies to mechanical* performances of copyright music within the repertoire controlled by IMRO* as a background to work, meals, breaks, exercise or recreation at workplaces such as offices, factories, canteens or restrooms.

All other performances will be assessed under the appropriate tariff covering such performances.

2. GENERAL CONDITIONS

This tariff is subject to IMRO's General Conditions Applicable to Tariffs and Licences, a copy of which is available on request.

3. ROYALTY RATES

The following rates apply to all royalties falling due under this tariff between

1st January 2018 and 31st December 2018

| Unit of Charge | Charge for Unlicensed Performances | Charge for Licensed Performances |
|---|------------------------------------|----------------------------------|
| | € | € |
| For each unit of 25 employees or part thereof | 137.44 | 91.64 |

4. LICENCE

All performances in the first year will be charged at the unlicensed performance rate unless the user applies in writing for a licence before the music is performed. Any performances not declared are unauthorised and constitute an infringement of copyright and will be charged as unlicensed performances.

* See Definitions

5. INFLATION ADJUSTMENT

The foregoing rates of charge are related to the Consumer Price Index of Retail Prices of 148.4 points for mid-October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, (“the basic Index Figure”) and are subject to adjustment in proportion to changes in that Index figure, on each anniversary of this tariff.

6. MINIMUM ROYALTY

The minimum annual royalty under this tariff is €91.64

7. VALUE ADDED TAX

Every licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the royalty due under the tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the royalty payable.

8. DEFINITIONS

“**mechanical performances**” include performances by means of a record/tape/CD player or by means of a radio or television set operated on the premises or by diffusion through a loudspeaker, however conveyed, from another part of the premises.

“**repertoire controlled by IMRO**” means all and any musical works, and words associated with such works, in which rights to perform publicly and to authorise others to do the same are vested in IMRO.

This tariff supersedes all previous editions



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STANDARD TARIFF J

Introduced on 6th January 2012
Rates effective from 1st January 2018

IMRO does not undertake to offer a licence or permit at the rates of charge shown in this tariff in respect of any performances unless application has been made in advance of the performance by the music user.

1. SCOPE OF TARIFF

Subject to the exclusions in paragraph 2, this tariff applies to performances of copyright music within the repertoire controlled by IMRO at sports, social and other clubs or at similar establishments.

2. EXCLUSIONS

This tariff does not apply to

- performances of Repertoire controlled by IMRO in seated restaurant areas within the premises, these being chargeable under IMRO Standard Tariff HRNPD.
- live performances of Repertoire controlled by IMRO where a charge is made for admission, these being chargeable under IMRO Standard Tariffs LP, LC and/or VT.

IMRO in its sole discretion will determine which tariff applies to the proposed performance of musical works. Particulars of the proposed performance should be notified to IMRO who will thereafter licence the performances in accordance with the appropriate tariff.

3. GENERAL CONDITIONS

This tariff is subject to IMRO's General Conditions Applicable to Tariffs and Licences, a copy of which is available on request, on the back of IMRO invoices or at www.imro.ie.

Any performances not declared by the licensee are unauthorised and constitute an infringement of copyright and will be charged at first year tariff rates.

4. DEFINITIONS

“Background Music” means music conveyed through any electronic apparatus to add atmosphere and at a volume level of less than or equal to 80dB.

“Capacity” means the maximum number of persons who may be admitted to the area of entertainment at any one time (assessed by reference to fire, health and safety or similar regulations where available). Simultaneous or consecutive musical performances that take place in separate rooms in a premises are separately assessable.

“**Featured Music**” means all other performances not covered under the definition of Background Music but excluding music used in aerobic and keep fit classes.

“**IMRO**” means the Irish Music Rights Organisation CLG.

“**Licence Year**” means the ensuing 12 month period.

“**Repertoire controlled by IMRO**” means all and any musical works, and words associated with such works, in which rights to perform publicly and to authorise others to do the same are vested in IMRO.

5. ROYALTY RATES

The following rates apply to all royalties falling due under this tariff between

1st Jan 2018 and 31st Dec 2018

A. Annual rate for Background Music

| Performances by means of | First Year € | Second and subsequent years (subject to Paragraph 6 below) € |
|--|-----------------|--|
| TV only | 190.52 | 126.98 |
| Any electronic apparatus, with or without a TV | 359.85 | 239.91 |

B. Featured Music – Rate per session

| | First Year € | Second and subsequent years (subject to Paragraph 6 below) € |
|------------------------------------|-----------------|--|
| Capacity not exceeding 100 | 22.77 | 15.12 |
| Capacity not exceeding 200 | 38.61 | 25.78 |
| Capacity not exceeding 300 | 54.23 | 36.13 |
| Capacity not exceeding 400 | 62.02 | 41.31 |
| Capacity not exceeding 500 | 69.61 | 46.44 |
| Capacity not exceeding 600 | 76.67 | 51.50 |
| Capacity not exceeding 700 | 83.23 | 55.54 |
| Charge per 100 capacity thereafter | 4.63 | 3.09 |

C. Aerobic and Keep Fit classes

| | First Year | Second and subsequent years (subject to Paragraph 6 below) |
|--|-------------------|---|
| | € | € |
| Aerobic and keep fit classes, including aqua aerobics, the rate per class session is | 3.21 | 2.15 |

6. ROYALTY RATE IN SECOND AND SUBSEQUENT YEARS

Second and subsequent years royalty rates shall only apply if, and only if

- the licensee has signed an IMRO copyright music licence, and
- the performances have been declared by the licensee prior to the annual renewal invoice being issued.

7. MINIMUM ROYALTY

The minimum annual royalty payable under this tariff is €126.98.

8. INFLATION ADJUSTMENT

The foregoing monetary sums in paragraph 5 and 7 are related to the Consumer Price Index of Retail Prices for mid-October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, ("the basic Index Figure"), and will be adjusted on 1st January 2019 and each subsequent anniversary of that date in proportion to annual changes in that Index.

9. VALUE ADDED TAX

Every licensee under this tariff shall pay to IMRO, in addition to the royalty due under the tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the royalty payable.

10. LATE PAYMENTS

Invoices are payable immediately from the date of issue. Interest is payable thereafter until the date of actual payment at the rate specified in European Communities (Late Payment in Commercial Transactions) Regulations 2012

This tariff supersedes all previous editions



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STANDARD TARIFF JB

Introduced on 6th December 1990
Effective from 1st January 2018

IMRO does not undertake to offer a licence or permit at the rates of charge shown in this tariff in respect of any performances unless application has been made in advance of the performance.

1. SCOPE OF TARIFF

The tariff applies to performances of copyright music within the repertoire controlled by IMRO* by means of video jukeboxes* and/or audio jukeboxes*, except when used for discotheque or other dancing.

2. GENERAL CONDITIONS

This tariff is subject to IMRO's General Conditions Applicable to Tariffs and Licences, a copy of which is available on request.

3. ROYALTY RATES

The following rates apply to all royalties falling due under this tariff between

1st January 2018 and 31st December 2018

| | | First Year of Licence € | Second and/or Subsequent Years € |
|-----|--------------------------------|--|---|
| (a) | Audio Jukeboxes | 314.35 | 209.57 |
| (b) | Video Jukeboxes | | |
| | (i) not larger than 26" screen | 418.06 | 278.72 |
| | (ii) Larger than 26" screen | 471.57 | 314.35 |

4. REBATE

A rebate of 33.33% will be allowable from the first year rates, where a music user obtains a licence before any music is performed.

* See Definitions

5. INFLATION ADJUSTMENT

The foregoing rates of charge are related to the Consumer Price Index of Retail Prices for mid-October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, (“the basic Index Figure”) and are subject to adjustment in proportion to changes in that Index figure, on each anniversary of this tariff.

6. MINIMUM ROYALTY

The minimum annual royalty under this tariff is €93.32

7. VALUE ADDED TAX

Every licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the royalty due under the tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the royalty payable.

8. DEFINITIONS

“**repertoire controlled by IMRO**” means all and any musical works, and words associated with such works, in which rights to perform publicly and to authorise others to do the same are vested in IMRO.

“**audio jukebox**” means a machine (other than a video jukebox) for playing recorded music, capable of being operated by the insertion of a coin or token.

“**video jukebox**” means a machine for playing recorded music synchronised with video or similar visual display and capable of being operated by the insertion of a coin or token.

This tariff supersedes all previous editions



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STANDARD TARIFF LC

Introduced on 1st November 2014

Effective from 1st January 2018

IMRO does not undertake to offer a licence or permit at the rates of charge shown in this tariff in respect of any performances unless application has been made in advance of the performance.

1. SCOPE OF TARIFF

This tariff applies to performances of classical and light classical copyright music within the Repertoire controlled by IMRO in concerts and recitals, for example at concert venues, theatres and similar auditoria, and outdoor sites.

2. DEFINITIONS

For the purposes of this tariff: -

“**Books and Records**” shall include, but is not limited to

- the audited accounts
- accounting records, ticket selling agent manifest, ticket accounting records, invoices, complimentary ticket sales and any other information needed to verify the information received to calculate the royalty in accordance with paragraph 5.

“**Capacity**” means the maximum number of persons who may be admitted to the area of entertainment at any one time (assessed by reference to fire, health and safety or similar regulations where available).

“**Certified Program**” means a list of all musical works to be performed or performed at each Event at the premises, with the name and address of the premises, the names of the composers, arrangers, translators and publishers of each work, the date upon which and the number of times each work was performed and the duration (including the encores), of each work. The list may be either on a completed IMRO programme form, or on a printed or duplicated programme, annotated as necessary to include the above particulars. Such a list is required for every Event at the premises, whether or not it contains Repertoire controlled by IMRO.

“**Estimated Royalty**” means IMRO’s calculation of the royalty for an Event based on the information available to it at the date of estimation, including ticket price and money holding capacity of the venue where the Event was to be performed. The money holding capacity of the event will be calculated by multiplying the highest ticket price by the capacity of the venue.

“**Event**” means an uninterrupted concert or recital of classical music. Repeat performances of the same programme such as afternoon and evening sessions shall be deemed to be separate Events but an Event held over several days where a single ticket will gain admission at any time during the Event shall be deemed to be a single Event.

“**Event Promoter**” means a person or entity who organises or promotes Events.

“**IMRO**” means the Irish Music Rights Organisation CLG.

“**Net Revenue Receipts**” means the higher of:

- total revenue from sales of admission tickets, less only any applicable, VAT, selling agent commission and credit card booking fees, or
- where the Event provides for subsidised admission to the public, total revenue from sales of admission tickets, plus total other revenue (including all sponsorship and advertising revenue) from the Event, less only any applicable, VAT, selling agent commission and credit card booking fees.

“**Music Venue**” means a permanent or temporary venue where an Event takes place.

“**Performing Time**” means the total time occupied by a single performance of a classical concert or recital, except for the customary interval or intervals, unless Repertoire controlled by IMRO is performed during such intervals.

“**Proprietor of the premises**” means the person or entity that either owns the freehold or leasehold interest in the Music Venue and is responsible for hosting the Event, or alternatively rents the Music Venue and is responsible for hosting the Event.

“**Repertoire controlled by IMRO**” means all and any musical works, and words associated with such works, in which rights to perform publicly and to authorise others to do the same are vested in IMRO.

3. EXCLUSIONS

This tariff does not apply to:

- public performance of musical works at variety, revue or pantomime entertainments, or
- public performance of musical works chargeable under Tariff HRNPD, Tariff J, Tariff LP, Tariff MS or Tariff PVFI.

IMRO in its sole discretion will determine which tariff applies to the proposed performance of musical works. Particulars of the proposed performance should be notified to IMRO who will thereafter licence the Event in accordance with the appropriate tariff.

4. APPLICATIONS FOR A COPYRIGHT MUSIC LICENCE (“The Licence”) TO HOLD MUSICAL ENTERTAINMENTS

The primary obligation is on the Proprietor of the premises to obtain the necessary Licence from IMRO to permit the public performance of musical works in the Repertoire controlled by IMRO and to pay all royalties due thereon in accordance with this tariff.

This tariff must be read in conjunction with the Licence and in the event of any conflict or inconsistency between this tariff and the Licence, the Licence shall take precedence.

In the event that the Proprietor of the premises proves to IMRO’s satisfaction in advance of the Event that the Event Promoter holds a Licence from IMRO for the Event, IMRO will not require an additional licence to be obtained by the Proprietor of the premises for the Event.

The Proprietor of the premises at which the Event is to be held or the Event Promoter, must apply in all instances in advance of the Event for the appropriate Licence under this Tariff.

If the Proprietor or Event Promoter omits to apply for and obtain a licence in advance of the Event and the Event proceeds, royalties will be payable at the unlicensed rate in paragraph 5.

IMRO will not unreasonably refuse to issue a licence, but reserves the right to refuse to issue a Licence to the Proprietor of the premises or the Event Promoter, due to previous non compliance with the terms and conditions of IMRO licences and tariffs. If IMRO refuses to issue a licence, the Proprietor of the premises and or the Event Promoter is not entitled to include the performance of any musical works in the Repertoire controlled by IMRO at the Event.

Any performances not declared are unauthorised and constitute an infringement of copyright and will be charged as unlicensed performances.

5. ROYALTIES, RETURNS, INVOICING & PAYMENT

The following rates apply to all royalties falling due under this tariff between

1st January 2018 and 31st December 2018

| | | | |
|------------|--|-------------------|-----------------|
| 5.1 | For occasional amateur performances | Unlicensed | Licensed |
| | The royalty per Event is | €163.82 | €109.22 |

5.2 For professional performances

5.2.1 Royalty

The royalty per Event shall be calculated by applying the following rates to the Net Revenue Receipts arising from each Event:

Indoor Events

| Net Revenue Receipts | Unlicensed | Licensed |
|------------------------------|------------|----------|
| First €158,957 | 6% | 3% |
| Next €158,957 up to €317,914 | 6% | 4.5% |
| Above €317,914 | 6% | 6% |

Outdoor Events

| Net Revenue Receipts | Unlicensed | Licensed |
|----------------------|------------|----------|
| | 6% | 3% |

5.2.2 Subject to paragraph 5.2.3 of this tariff, where the licensee establishes to IMRO's satisfaction in respect of a classical Event, that music within the Repertoire controlled by IMRO is performed during less than 80% of the Performing Time, the royalty per Event shall be subject to the following discounts:

Duration of Controlled Music

| | |
|---|----------------|
| 10% of Performing Time or less; | Discount – 90% |
| Between 10% and less than 20% of Performing Time: | Discount – 85% |
| Between 20% and less than 30% of Performing Time: | Discount – 75% |
| Between 30% and less than 40% of Performing Time: | Discount – 65% |
| Between 40% and less than 50% of Performing Time: | Discount – 55% |
| Between 50% and less than 60% of Performing Time: | Discount – 45% |
| Between 60% and less than 70% of Performing Time: | Discount – 35% |
| Between 70% and less than 80% of Performing Time: | Discount – 25% |

5.2.3 A licensee shall only be entitled to a discount under paragraph 5.2.2 if they give IMRO notice in writing of their intention to claim a discount in respect of a particular Event. Such notice shall be accompanied by such information as IMRO may need to enable the discount to be computed and shall be given in time to enable IMRO to verify, by attendance at a performance of the show, the particulars on which the claim is based, and in any event must reach IMRO not more than five clear days after the first performance of the show or

not less than 10 clear days before the last performance of the show, whichever date may be the earlier. This requirement will be strictly enforced.

5.2.4 Returns, Invoicing & Payment

No later than one month after an Event has taken place, or if a number of Events are held by the Proprietor of the premises or Event Promoter, within 30 days of the end of the month in which the Event or series of Events takes place, the Proprietor of the premises or Event Promoter must submit to IMRO a statement(s) for each Event(s) in accordance with a format outlined by IMRO, detailing for each individual Event:

- Details of the Capacity of the Event;
- Ticket prices paid by purchasers, pre VAT and post VAT and actual number of tickets sold at each ticket price;
- Selling agent and credit card commissions included in the ticket price paid by purchasers;
- Total gross receipts from ticket sales;
- Number of complimentary tickets allocated;
- Certified Programme/Setlist in respect of all performers if not already submitted in accordance with Paragraph 8 below;
- Details of any revenue other than revenue generated from ticket sales which is included in the Net Revenue Receipts.

IMRO will calculate the royalty owing in accordance with and under this paragraph 5.2 and will issue an invoice in respect of the royalty owing, settlement of which will be due within 30 days of invoice date.

5.2.5 The Proprietor of the premises or the Event Promoter shall send IMRO, for use in promoting copyright music, 10 free transferable tickets for each indoor Event with a Capacity of over 4,999 and 50 free transferable tickets for each outdoor Event with a Capacity of over 4,999, or, in default, shall pay IMRO a sum equal to the face value of such tickets, no later than 21 days before the Event. For the sole purpose of this paragraph 5.2.5, an Event by the same performing artist, held over consecutive dates, shall be treated as one Event.

5.2.6 If the Proprietor of the premises or the Event Promoter does not have a trading record of at least one year with IMRO or if there is a history of non compliance with the terms and conditions of IMRO licences and tariffs, IMRO may require the Licensee to pay 25% of the Estimated Royalty plus VAT for the Event to IMRO 45 days prior to the Event taking place, with a further 50% plus VAT being paid 15 days prior to the Event taking place, with the balance due being paid after the Event in accordance with paragraph 5.2. If there is an overpayment IMRO will reimburse the Licensee 30 days after receipt of all returns required at paragraph 5 hereof.

5.2.7 If returns are not submitted within 30 days of the Event, IMRO will calculate an Estimated Royalty in accordance with this paragraph 5.2. An invoice will issue which is immediately payable.

5.2.8 If the Proprietor of the premises or the Event Promoter has failed to provide the items specified at paragraph 5.2.4 within a period of 60 days from the date of the Event, they shall not receive any credit or refund to which, but for such failure they would otherwise be entitled to under this tariff. The provisions of this paragraph are without prejudice to IMRO's right to require the Proprietor of the premises or the Event Promoter to furnish the items specified at paragraph 5.2.4.

6. VALUE ADDED TAX

Every licensee under this tariff shall pay to IMRO, in addition to the Royalty due / estimated Royalty due under the tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the royalty payable.

7. INFLATION ADJUSTMENT

The royalty amounts in paragraph 5.1 and the foregoing Net revenue receipt thresholds set out in paragraph 5.2 are related to the Consumer Price Index of Retail Prices of 147.4 for mid December 2016 (on the November 1996 base) as published in the Irish Statistical Bulletin, (“the basic Index Figure”) and will be adjusted on 1st January 2019 and each subsequent anniversary of that date in proportion to annual changes in the previous December’s monthly index. Adjustments under this paragraph to the Net Revenue Receipt thresholds shall be rounded to the nearest euro.

8. CERTIFIED PROGRAMME/SETLIST

In the case of all Events licensed under this tariff, the Proprietor of the premises or Event Promoter must send IMRO in the format specified, along with the details required in paragraph 5.2.4, particulars of all musical works performed at each Event.

9. COMMENCEMENT AND DURATION

This tariff shall come into force on 1st January 2018

10. LATE PAYMENTS

Invoices are payable 30 days from the date of issue. Interest is payable thereafter until the date of actual payment at the rate specified in European Communities (Late Payment in Commercial Transactions) Regulations 2012.

This tariff supersedes all previous editions



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STANDARD TARIFF LP

Introduced on 1st November 2014

Effective from 1st January 2018

IMRO does not undertake to offer a licence at the rates of charge shown in this tariff in respect of any performances unless application has been made for a licence by the Proprietor of the premises, or the Event Promoter, in advance of holding performances.

1. SCOPE OF TARIFF

This tariff applies to the public performance of the Repertoire Controlled by IMRO at Events, where a charge is made for admission, but excluding Multi-Stage Events and performances of classical music.

2. DEFINITIONS

For the purposes of this tariff: -

“Books and Records” shall include, but is not limited to

- the audited accounts
- accounting records, ticket selling agent manifest, ticket accounting records, invoices, complimentary ticket sales and any other information needed to verify the information received to calculate the royalty in accordance with paragraph 5.

“Capacity” means the maximum number of persons who may be admitted to the area of entertainment at any one time (assessed by reference to fire, health and safety or similar regulations where available).

“Estimated Royalty” means IMRO’s calculation of the royalty for an Event based on the information available to it at the date of estimation, including ticket price and money holding capacity of the venue where the Event was to be performed. The money holding capacity of the event will be calculated by multiplying the highest ticket price by the capacity of the venue.

“Event” means a live performance of musical works (including instrumental, electronic, digital or by any other means) where a charge is made for admission. An Event includes but is not limited to performances that are live music concerts and dance parties. The performance does not have to be exclusively a performance of musical works. Event does not include Multi-Stage Events which are charged under Tariff MS or performances of classical music which are charged under Tariff LC.

“**Event Promoter**” means a person or entity who organises or promotes Events.

“**IMRO**” means the Irish Music Rights Organisation CLG.

“**Multi-Stage Event**” shall mean an event, including a festival, concert (including fundraising and charitable concerts) or dance party, where a charge is made for admission, where there are at least 8 different performers, where a single ticket admission gains the attendee entry, and where Simultaneous Performances take place of musical works (including instrumental, electronic, digital, or by any other means), or musical works in conjunction with other forms of entertainment, and where the performance’s take place on at least two distinct stages.

“**Music Venue**” means a permanent or temporary venue where an Event takes place.

“**Net Revenue Receipts**” means the higher of:

- total revenue from sales of admission tickets, less only any applicable, VAT, selling agent commission and credit card booking fees, or
- where the Event provides for subsidised admission to the public, total revenue from sales of admission tickets, plus total other revenue (including all sponsorship and advertising revenue) from the Event, less only any applicable, VAT, selling agent commission and credit card booking fees.

“**Repertoire Controlled by IMRO**” means all and any musical works (including any words associated with such works) in which rights to perform publicly and to authorise others to do the same are vested in IMRO.

“**Proprietor of the premises**” means the person or entity that either owns the freehold or leasehold interest in the Music Venue and is responsible for hosting the Event, or alternatively rents the Music Venue and is responsible for hosting the Event.

“**Simultaneous Performances**” means in the context of Multi-Stage Events that there must be at least a 15 minute performance overlap between performances, on at least two stages.

3. EXCLUSIONS

This tariff does not apply to:

- public performance of musical works at variety, revue or pantomime entertainments or to events where no charge is made for admission, or
- public performance of musical works chargeable under Tariff HRNPD, Tariff J, Tariff LC, Tariff MS or Tariff PVFI.

IMRO in its sole discretion will determine which tariff applies to the proposed performance of musical works. Particulars of the proposed performance should be notified to IMRO who will thereafter licence the Event in accordance with the appropriate tariff.

4. APPLICATIONS FOR A COPYRIGHT MUSIC LICENCE (“The Licence”) TO HOLD MUSICAL ENTERTAINMENTS

The primary obligation is on the Proprietor of the premises to obtain the necessary Licence from IMRO to permit the public performance of musical works in the Repertoire controlled by IMRO and to pay all royalties due thereon in accordance with this tariff.

This tariff must be read in conjunction with the Licence and in the event of any conflict or inconsistency between this tariff and the Licence, the Licence shall take precedence.

In the event that the Proprietor of the premises proves to IMRO's satisfaction in advance of the Event that the Event Promoter holds a Licence from IMRO for the Event, IMRO will not require an additional licence to be obtained by the Proprietor of the premises for the Event.

The Proprietor of the premises at which the Event is to be held, or the Event Promoter must apply in all instances in advance of the Event, for the appropriate Licence under this Tariff. If the Proprietor or Event Promoter omits to apply for and obtain a licence in advance of the Event and the Event proceeds, royalties will be payable at the unlicensed rate in paragraph 5.1.

5. ROYALTIES

The following shall apply to all royalties falling due under this tariff between

1st January 2018 and 31st December 2018

5.1. Royalty, Returns, Invoicing and Payment

5.1.1 Royalty

The royalty per Event shall be calculated by applying the following rates to the Net Revenue Receipts arising from each Event:

Indoor Events

| Net Revenue Receipts | Unlicensed Rate | Licensed Rate |
|------------------------------|-----------------|---------------|
| First €158,957 | 6% | 3% |
| Next €158,957 up to €317,914 | 6% | 4.5% |
| Above €317,914 | 6% | 6% |

Outdoor Events

| Net Revenue Receipts | Unlicensed Rate | Licensed Rate |
|----------------------|-----------------|---------------|
| | 6% | 3% |

5.1.2 IMRO will not unreasonably refuse to issue a licence, but reserves the right to refuse to issue a License to the Proprietor of the premises or the Event Promoter, due to previous non compliance with the terms and conditions of IMRO licences and tariffs. If IMRO refuses to issue a licence, the Proprietor of the premises and or the Event Promoter is not entitled to include the performance of any musical works in the Repertoire controlled by IMRO at the Event.

5.1.3 Returns, Invoicing & Payment

No later than one month after an Event has taken place, or if a number of Events are held by the Proprietor of the premises or Event Promoter, within 30 days of the end of the month in which the Event or series of Events takes place, the Proprietor of the premises or Event Promoter must submit to IMRO a statement(s) for each Event(s) in accordance with a format outlined by IMRO, detailing for each individual Event:

- Details of the Capacity of the Event;
- Ticket prices paid by purchasers, pre VAT and post VAT and actual number of tickets sold at each ticket price;
- Selling agent and credit card commissions included in the ticket price paid by purchasers;
- Total gross receipts from ticket sales;
- Number of complimentary tickets allocated;
- Programme Details/Setlist in respect of all performers if not already submitted in accordance with Paragraph 8 below;
- Details of any revenue other than revenue generated from ticket sales which is included in the Net Revenue Receipts.

IMRO will calculate the royalty owing in accordance with and under paragraph 5.1.1 and will issue an invoice in respect of the royalty owing, settlement of which will be due within 30 days of invoice date.

5.1.4 The Proprietor of the premises or the Event Promoter shall send IMRO, for use in promoting copyright music, 10 free transferable tickets for each indoor Event with a capacity of over 4,999 and 50 free transferable tickets for each outdoor Event with a capacity of over 4,999 and above, or, in default, shall pay IMRO a sum equal to the face value of such tickets, no later than 21 days before the Event. For the sole purpose of this paragraph 5.1.4, an event by the same performing artist, held over consecutive dates, shall be treated as one event.

5.1.5 If the Proprietor of the premises or the Event Promoter does not have a trading record of at least one year with IMRO or if there is a history of non compliance with the terms and conditions of IMRO licences and tariffs, IMRO may require the Licensee to pay 25% of the Estimated Royalty plus VAT for the Event to IMRO 45 days prior to the Event taking place, with a further 50% plus VAT being paid 15 days prior to the Event taking place, with the balance due being paid after the Event in accordance with paragraph 5.1.3. If there is an overpayment IMRO will reimburse the Licensee 30 days after receipt of all returns required at paragraph 5 hereof.

5.1.6 If returns are not submitted within 30 days of the Event, IMRO will calculate an Estimated Royalty in accordance with paragraph 5.1.1. An invoice will issue which is immediately payable.

5.1.7 If the Proprietor of the premises or the Event Promoter has failed to provide the items specified at paragraph 5.1.3 within a period of 60 days from the date of the Event, he shall not receive any credit or refund to which, but for such failure he would otherwise be entitled to under this tariff. The provisions of this paragraph are without prejudice to IMRO's right to require the Proprietor of the premises or the Event Promoter to furnish the items specified at paragraph 5.1.3.

6. VALUE ADDED TAX

Every licensee under this tariff shall pay to IMRO, in addition to the Royalty due / estimated Royalty due under the tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the royalty payable.

7. INFLATION ADJUSTMENT

The foregoing net revenue receipt thresholds set out in paragraph 5.1.1 are related to the Consumer Price Index of Retail Prices of 147.4 points for mid-December 2016 (on the 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2019 and each subsequent anniversary of that date in proportion to annual changes in the previous December's monthly Index. Adjustments under this paragraph to the Net Revenue Receipt thresholds shall be rounded to the nearest euro.

8. PROGRAMME DETAILS / SETLIST

In the case of all Events licensed under this tariff, the Proprietor of the premises or Event Promoter must send IMRO in the format specified, along with the details required in paragraph 5.1.3, particulars of all musical works performed at each Event.

9. COMMENCEMENT AND DURATION

This tariff shall come into force on 1 January 2018.

10. LATE PAYMENTS

Invoices are payable 30 days from the date of issue. Interest is payable thereafter until the date of actual payment at the rate specified in European Communities (Late Payment in Commercial Transactions) Regulations 2012.

This tariff supersedes all previous editions



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STANDARD TARIFF MC

Introduced on 6th December 1993

Effective from 1st January 2018

IMRO does not undertake to offer a licence or permit at the rates of charge shown in this tariff in respect of any performances unless application has been made in advance of the performance.

1. SCOPE OF TARIFF

This tariff applies to performances of copyright music within the repertoire controlled by IMRO* in motor coaches and minibuses.

2. ROYALTY RATES

The following rates apply to all royalties falling due under this tariff between

1st January 2018 and 31st December 2018

2(a) For coaches equipped to give performances by means of radio, record or tape player*, television, video monitor, or any combination of these:-

| Charge for performances | Unlicensed € | Licensed € |
|---|-------------------------|-----------------------|
| (i) Coach with more than 20 seats | 143.26 | 95.54 |
| (ii) Coach with between 10 and 20 seats | 95.54 | 63.65 |
| (iii) Coach or minibus with 9 seats or less | 63.65 | 42.45 |

3. LICENCE

(i) All performances in the first year will be charged at the unlicensed performance rate unless the user applies in writing for a licence before the music is performed.

(ii) Any performances not declared are unauthorised and constitute an infringement of copyright and will be charged as unlicensed performances.

* See Definitions

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4. VALUE ADDED TAX

Every licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the royalty due under the tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the royalty payable.

5. INFLATION ADJUSTMENT

The rates of charge in this tariff are related to the Consumer Price Index of Retail Prices for mid-October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2019 and each subsequent anniversary of that date in proportion to annual changes in that Index.

6. GENERAL CONDITIONS

This tariff is subject to IMRO's General Conditions applicable to tariffs and licences, a copy of which is available on request.

7. DEFINITIONS

For the purpose of this tariff: -

“record or tape player” means any gramophone, tape or cassette player, CD player, or other mechanical contrivance for playing of music works. It does not include contrivances such as jukeboxes, capable of being operated by the insertion of a coin or token.

“repertoire controlled by IMRO” means all and any musical works, and words associated with such works, in which rights to perform publicly and to authorise others to do the same are vested in IMRO.

8. MINIMUM ROYALTY

The minimum annual royalty under this tariff is €74.41

This tariff supersedes all previous editions



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STANDARD TARIFF MH

Introduced on 1st January 2016

Effective from 1st January 2018

To be read in conjunction with the Dual Licence Contract* and the Dual Licence General Terms*.

1. SCOPE OF TARIFF

This tariff applies to performances of copyright music within the Repertoire Controlled by IMRO when played by mechanical means attached to a telephone switchboard so as to be audible to incoming callers before they are connected to an internal extension.

2. DUAL COPYRIGHT MUSIC LICENCE CONTRACT

This tariff is incorporated into and forms an integral part of the Dual Licence Contract. A breach of any term or condition of this tariff shall constitute a breach of the Dual Licence Contract. In the event of any conflict between the constituent parts of the Dual Licence Contract, the descending order of precedence shall be as follows: (i) the main body of the Dual Licence Contract; (ii) this tariff; and (iii) the Dual Licence General Terms*.

3. ROYALTY RATES

The following rates apply to all Royalties falling due under this tariff between

1st January 2018 and 31st December 2018

* See Definitions

| Number of External Lines per Switchboard | Higher Royalty Rate | Standard Royalty rate |
|---|---------------------------|-----------------------------|
| | € | € |
| | Per annum | |
| 1 – 5 Lines | 145.07 | 96.74 |
| 6 – 15 Lines | 199.51 | 133.02 |
| Each 15 Lines thereafter (or part thereof) | 54.39 | 36.31 |
| The minimum annual Royalty under this tariff is: | 145.07 | 96.74 |

4. HIGHER AND STANDARD ROYALTY RATE

- (i) All performances in the first Licence Year* will be charged at the Higher Royalty rate unless the user applies in writing for a licence before the music is performed.
- (ii) Any performances not declared are unauthorised and constitute **an infringement of copyright** and will be charged as unlicensed performances at the Higher Royalty rate.
- (iii) Standard Royalty rates shall apply after the first Licence Year only if there is a valid Dual Licence Contract in place between IMRO and the Licensee.

5. INFLATION ADJUSTMENT

The foregoing Royalty rates are related to the Consumer Price Index of Retail Prices for mid-October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2019 and on each subsequent anniversary of that date in proportion to annual changes in that Index.

6. DEFINITIONS

Capitalised terms used but not defined in this tariff shall have the meaning set forth in the Dual Licence Contract.

“**Dual Licence Contract**” means the Dual Copyright Music Licence Contract between the Licensee, IMRO and PPI.

“**Dual Licence General Terms**” means the General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs.

“**IMRO**” means the Irish Music Rights Organisation CLG.

“**Licence Year**” means the first and each recurring 12 consecutive month period.

7. VALUE ADDED TAX

Every Licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the Royalty due under this tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the Royalty payable.



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STANDARD TARIFF PLVA

Introduced on 1st January 2016
Effective from 1st January 2018

To be read in conjunction with the Dual Licence Contract* and the Dual Licence General Terms*.

1. SCOPE OF TARIFF

In setting this tariff, IMRO has consulted with the Licensed Vintners Association, who represent the majority of users of music under this tariff. The tariff applies to performances of copyright music within the Repertoire Controlled by IMRO in bars, late bars and lounges in the City and County of Dublin, and in the postal districts of Bray and Greystones, but does not apply to such premises when they form part of a hotel or restaurant or nightclub.

2. DUAL COPYRIGHT MUSIC LICENCE CONTRACT

This tariff is incorporated into and forms an integral part of the Dual Licence Contract. A breach of any term or condition of this tariff shall constitute a breach of the Dual Licence Contract. In the event of any conflict between the constituent parts of the Dual Licence Contract, the descending order of precedence shall be as follows: (i) the main body of the Dual Licence Contract; (ii) this tariff; and (iii) the Dual Licence General Terms*.

3. ROYALTY RATES

The following rates apply to all Royalties falling due under this tariff between:

1st January 2018 and 31st Dec 2018

(a) Featured Music*

(Live Music or Disco or Disco Club Music with or without a DJ)

Charge for Performances - Per Session*

| | Higher Royalty rate € | Standard Royalty rate € |
|-------------------------------------|--------------------------------------|--|
| Licensed Capacity not exceeding 100 | 21.68 | 14.40 |
| Licensed Capacity not exceeding 200 | 36.75 | 24.52 |
| Licensed Capacity not exceeding 300 | 51.62 | 34.40 |
| Licensed Capacity not exceeding 400 | 59.04 | 39.30 |

| | | |
|-------------------------------------|-------|-------|
| Licensed Capacity not exceeding 500 | 66.26 | 44.20 |
| Licensed Capacity not exceeding 600 | 73.46 | 49.01 |
| Licensed Capacity not exceeding 700 | 79.22 | 52.84 |
| Charge per 100 Capacity* thereafter | 4.40 | 2.95 |

Note 1: Where **live concerts with cover charges** take place this tariff will not apply. IMRO Standard Tariff LP will apply.

Note 2: The simultaneous or consecutive musical performances that take place in separate rooms in a premises are always separately assessable.

Note 3: Where a premises has a number of Sessions in any one day in one particular part of the premises, the Licensee can opt to be charged an all day Featured Music rate which will equate to two and a half times the per Session rates outlined in this paragraph 2(a).

(b) Background Music*

Charge for Performances - Per Annum

| Performances by means of | Higher Royalty rate € | Standard Royalty rate € |
|--|----------------------------------|------------------------------------|
| Tape, CD, MP3 player or any other electronic apparatus, either alone or with Radio and/or Television | 120.24 | 80.13 |
| Radio and/or Television alone | 100.56 | 67.04 |

for each unit of 20 seats or part thereof

4. HIGHER & STANDARD ROYALTY RATES

- (i) All performances in the first Licence Year* will be charged at the Higher Royalty rate unless the user applies in writing for a licence before the music is performed.
- (ii) Any performances not declared in advance of the performance are unauthorised and constitute **an infringement of copyright** and will be charged as unlicensed performances at the Higher Royalty rate.

5. OTHER MUSIC PERFORMANCES

Other music performances which are not covered under this tariff such as performances by means of jukeboxes, live music pay in events, etc. will be assessed under the appropriate IMRO tariffs.

6. PAYMENT DISCOUNT

6.1 A Licensee shall qualify for a 10% discount off the amount owing under this IMRO Standard Tariff PLVA provided:

- (i) in the case of a Licensee that uses Background Music only, that Licensee strictly complies with the terms of paragraph 6.2 below.
- (ii) In the case of a Licensee that uses Featured Music, with or without Background Music, that Licensee strictly complies with the terms of either paragraph 6.2 or 6.3 below.

6.2 A Licensee shall qualify for a 10% discount off the amount owing under this IMRO Standard Tariff PLVA provided the amount owing is paid in full within the Prompt Payment Period*.

If the Licensee notifies IMRO of changes to the intended performance particulars and IMRO issues a revised invoice, the Licensee must discharge the revised invoice within the Prompt Payment Period if it wishes to avail of the payment discount.

6.3 A Licensee shall qualify for a 10% discount off the amount owing under this IMRO Standard tariff PLVA provided:

- (i) In the case of a new Licensee, the amount owing is paid in full via six consecutive direct debit payments starting in the second month of the Licence Year; or
- (ii) In the case of an existing Licensee, the amount owing is paid in full via six consecutive direct debit payments starting latest the second month of the Licence Year.

The payment discount shall be applied against the last of the six direct debit payments for both new and existing licensees.

7 INFLATION ADJUSTMENT

The foregoing Royalty rates are related to the Consumer Price Index of Retail Prices for mid-October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2019 and on each subsequent anniversary of that date in proportion to annual changes in that Index.

8 DEFINITIONS

Capitalised terms used but not defined in this tariff shall have the meaning set forth in the Dual Licence Contract.

“Background music” means performances to add atmosphere by means of a record, CD, tape, or MP3 player (excluding juke boxes or video performances) or by means of a radio or television set or any other electronic apparatus operated on the premises, howsoever conveyed, and whether conveyed from within or from a source outside the premises.

“Capacity” means the maximum number of persons who may be admitted to the area of entertainment at any one time (assessed by reference to fire, health and safety regulations or, subject to IMRO’s final determination, in accordance with Paragraph 1.0.10 (a) of Section B1 of Building Regulations 2006 Technical Guidance Document B Fire Safety).

“Dual Licence Contract” means the Dual Copyright Music Licence Contract between the Licensee, IMRO and PPI.

“Dual Licence General Terms” means the General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs.

“Featured music” means: -

- (i) live music performed by performers of musical instruments and singers, whether or not they combine their performances with other activities such as dancing, and/or
- (ii) music performed by means of a record, tape, CD, or MP3 player or any other electronic apparatus, primarily intended for entertainment and/or dancing as distinct from Background music which is to add atmosphere. For the avoidance of doubt this includes but is not limited to disco club music (with or without a DJ).

“IMRO” means the Irish Music Rights Organisation CLG.

“Licence Year” means the first and each recurring 12 consecutive month period.

“Prompt Payment Period” means 30 days from the issue of the first invoice at the start of the Licence Year. For the avoidance of doubt, the Prompt Payment Period shall run from the date of issue of the first invoice in a given Licence Year only and not from the date of issue of any subsequent invoice.

“Session” shall mean an uninterrupted musical event, save for short intervals or breaks. Repeat performances of the same programme such as afternoon and evening sessions shall be deemed to be separate sessions.

9 VALUE ADDED TAX

Every Licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the Royalty due under this tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the Royalty payable.

10 PAYMENTS

Subject to paragraph 5 above, invoices are payable immediately on presentation.



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STANDARD TARIFF PVFI

Introduced on 1st January 2015

Effective from 1st January 2018

IMRO does not undertake to offer a licence or permit at the rates of charge shown in this tariff in respect of any performances unless application has been made in advance of the performance.

1. SCOPE OF TARIFF

This tariff applies to performances of copyright music within the repertoire controlled by IMRO in bars, lounges, cabaret rooms and similar premises but does not apply to such premises when they form part of a hotel, disco or restaurant and nor does it apply to any distinct part of the premises being operated as an Off-Licence* when IMRO Standard Tariff RS shall apply. The tariff applies to all performances in premises outside of the areas represented by the Licensed Vintners' Association, to which the Standard Tariff PLVA applies (but see paragraph 11 re jukeboxes).

This tariff has been discussed with the Vintners' Federation of Ireland and does not include licensees whose charges are currently calculated by reference to Standard Tariff HRNPD.

2. ROYALTY RATES

The following charges apply to all royalties falling due between

1st January 2018 and 31st December 2018

A. Rates for Electronic Apparatus:

| | Undeclared Performance Euro | Declared & Licensed Performance Euro |
|---|-----------------------------------|---|
| (i) Radio (with or without tape, CD or record deck) with built in speakers | 121.23 | 80.85 |
| (ii) Television & Video | 97.00 | 64.66 |
| (iii) For background music* Or | 291.03 | 194.02 |
| (iv) a composite rate for (i), (ii) & (iii) above | 363.77 | 242.53 |

* See Definitions

B. Other Music*

| (i) Level of Annual Turnover | Rate per Music Session | |
|-----------------------------------|--------------------------------|---|
| | Undeclared Performance €uro | Declared & Licensed Performance €uro |
| Under €190,500 | 14.57 | 9.70 |
| €190,500 but less than €381,000 | 22.72 | 14.57 |
| €381,000 but less than €635,000 | 29.09 | 19.38 |
| €635,000 but less than €952,500 | 38.83 | 25.87 |
| €952,500 but less than €1,270,000 | 48.52 | 32.31 |
| €1,270,000 or more | 61.45 | 40.43 |

Note: Under this Paragraph B(i), if the Level of Annual Turnover of a Licensee includes turnover from the operation of an Off-Licence as distinct from that from the standalone operating of a bar, lounge, cabaret room or similar premises, then provided that IMRO is provided each year with a copy of an unexpired Publican's Licence alongside a certificate breaking down the Level of Annual Turnover between that arising from the operation of an Off-Licence and that arising from the distinct operating of a bar, lounge, cabaret room or similar premises, and such certificate is signed by the Licensee and certified to be a true and accurate breakdown of the Level of Annual Turnover, by a person who is qualified to be appointed as auditor of a company under Sec 187 of the Companies Act, 1990, then IMRO shall charge in line with the Level of Annual Turnover attributable to the operation of the bar, lounge, cabaret room or similar premises as certified.

Licensees are obliged, on request from IMRO to provide a copy of their most up to date Publicans Licence.

(ii) Where there is a charge for admission to any event which includes the use of copyright music, the royalty per event shall be calculated as a percentage of gross income from admission charges plus any other income received by the promoter or the licensee in respect of the event e.g. sponsorships or other fees. The rates shall be: -

| Undeclared Performance | Declared & Licensed Performance |
|------------------------|---------------------------------|
| 4.5% | 3% |

Note 1: This is subject to a minimum charge that corresponds to the turnover levels at B(i) above.

Note 2: Where other music is promoted in venues covered by this tariff with the venue simply renting out the facilities, this tariff may not apply to the licensee. To avail of this exclusion, the licensee shall notify IMRO in writing at least two weeks in advance of the concert/event and provide the name and address of the promoter.

3. PAYMENT TERMS

- (i) Payment of royalties and VAT due under this tariff is due either on receipt of invoice or in cases where royalties exceed €150.00 by means of a banker's direct debit completed at the time of the issuing of the licence or in the case of an existing licence, when the tariff is first applied.
- (ii) Where royalties are due for payment under Paragraph 2A only of this tariff, the payment by direct debit for royalties due will be by four consecutive monthly direct debits commencing on the 15th of the month of issue of invoice.
- (iii) In all other instances, the payment by direct debit for royalties due will be by way of eight consecutive monthly direct debits commencing on the 15th day of the month following the month of issue of the invoice in order to afford licensees an opportunity to resolve bonafide disputes.

4. INFLATION ADJUSTMENT

The foregoing rates of charge are related to the Consumer Price Index of Retail Prices for mid October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, ("the basic Index Figure") and will be adjusted on 1st January 2019 and each subsequent anniversary of that date in proportion to the changes in the Index. This adjustment shall not be greater than 2% in any one year.

5. GENERAL CONDITIONS

This tariff is subject to IMRO's General Conditions Applicable to Tariffs and Licences, a copy of which is available on request.

6. DEFINITIONS

"background music" means music which is relayed by electronic apparatus other than by radio and TV (as defined in 2A(i) and (ii) above), and does not include music played for the purpose of dancing or karaoke.

"Level of Annual Turnover" refers to the Annual Turnover on which Publican Licence Duty is paid.

"Off-Licence" means a separate premises or distinct part of a Public House that has its own off-street entrance, and that is used solely by the Licensee for the retail selling of alcoholic beverages for consumption off the premises.

"other music" means music performed by means of live performers and/or electronic apparatus (excluding radios and TV's) where the electronic music is used for the purposes of dancing or where a DJ is employed. This includes music performed in bars and lounges which are open for an extra hour or longer outside the current ordinary seven-day licensed hours.

Any disagreement on the definition and the categorisation of music under the definitions can be referred to the Arbitration Committee.

7. MINIMUM ROYALTY

The minimum annual royalty will be €64.66

- 8. VALUE ADDED TAX**
Each licensee under this tariff shall pay to IMRO, in addition to the royalty due under the tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the royalty payable.
- 9. ARBITRATION**
In the event of a dispute arising between IMRO and a VFI member, such a dispute may be referred to the IMRO/VFI Arbitration Committee.
- The IMRO/VFI Arbitration Committee Shall consist of an independent Chairman and two other members, one from IMRO and the other from the VFI.
- If a dispute is referred to the IMRO/VFI Arbitration Committee the Chairman shall give such directions as he or she considers will ensure a fair and orderly hearing and determination of the dispute.
- 10. TRADITIONAL MUSIC (i.e. public domain)**
Irish traditional music in the public domain is exempt from this tariff. Playing of copyright music will incur the full tariff. Where there is a dispute as to whether the music at the session or venue is Irish traditional music, the matter can be referred to the Arbitration Committee.
- 11. JUKEBOXES**
Music performed by audio or visual jukeboxes is not covered by this tariff (see Tariff JB).
- 12. UNDECLARED PERFORMANCES**
Any performances not declared are unauthorised and constitute an infringement of copyright and will be charged as undeclared performances.

This tariff supersedes all previous editions



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STANDARD TARIFF RS

Introduced on 6th May 1991
Effective from 1st January 2018
(Also Incorporating former Tariff SC)

IMRO does not undertake to offer a licence or permit at the rates of charge shown in this tariff in respect of any performances unless application has been made in advance of the performance.

1. SCOPE OF TARIFF

This tariff applies to performances of copyright music within the repertoire controlled by IMRO* at

- (i) retail shops and stores, motor, caravan and boat showrooms, wholesale warehouses and furniture and carpet showrooms, and
- (ii) for background purposes* in any concourse, mall, walkway, circulating area, or other part of a shopping centre, precinct, or similar complex open only to pedestrian traffic.

2. GENERAL CONDITIONS

This tariff is subject to IMRO's General Conditions Applicable to Tariffs and Licences, a copy of which is available on request.

IMRO, by its agent shall have the right of free entry to any premises licensed under this tariff, solely for the purpose of checking the particulars on which the charges under the licence or permit are from time to time assessed, for which purpose the licensee shall make available to IMRO's agent all the necessary records and books of accounts.

3. ROYALTY RATES

The following charges apply to all royalties falling due under this tariff between

1st Jan 2018 and 31st December 2018

The rates payable in respect of the first year are reduced by one-third where the licence has been applied for and obtained before musical performances take place.

3.1 FOR MUSIC USE UNDER PARAGRAPH 1 (i)

3.1.1 The **annual royalty** charge for performances of background music* is calculated as follows: -

* See Definitions

| | First Year of Licence | Second and/or Subsequent Years |
|--|--|---|
| | € | € |
| Shop space* in M² | | |
| Up to 100 | 216.93 | 144.42 |
| 101 – 200 | 322.26 | 214.82 |
| 201 – 300 | 430.69 | 287.17 |
| 301 – 500 | 539.16 | 359.44 |
| 501 – 750 | 641.27 | 427.53 |
| 751 – 1000 | 749.68 | 499.81 |
| 1001 – 1250 | 858.19 | 572.12 |
| 1251 – 1500 | 973.06 | 648.68 |
| 1501 – 1750 | 1,071.95 | 714.59 |
| 1751 – 2000 | 1,180.41 | 786.94 |
| 2001 – 2500 | 1,285.71 | 857.09 |
| 2501 – 3000 | 1,394.17 | 929.42 |
| 3001 – 3500 | 1,502.63 | 1,001.78 |
| 3501 – 4000 | 1,611.10 | 1,074.06 |
| 4001 – 4500 | 1,716.37 | 1,144.25 |
| 4501 – 5000 | 1,824.85 | 1,216.58 |
| 5001 – 6000 | 1,930.06 | 1,286.73 |
| 6001 – 7000 | 2,035.40 | 1,356.94 |
| 7001 – 8000 | 2,143.88 | 1,429.25 |
| 8001 – 9000 | 2,252.33 | 1,501.53 |
| 9001 – 10000 | 2,357.58 | 1,571.78 |
| For each additional 1000m ² (or part thereof) | 108.48 | 72.33 |
| | | |
| 3.1.2 | Where the sole means of performance under is a single portable transistor radio without amplifiers, or a single television receiver with a screen no greater than 26", excluding performances of music television | |
| | The annual royalty is | 95.72 |
| | 143.61 | |
| | | |
| 3.1.3 | Where performances take place in areas used as motor, caravan or boat showrooms, warehouses used for the display and sale of goods by wholesalers to retailers and other similar bulk buyers, and in furniture and carpet showrooms, the actual shop space may be reduced by 30% for royalty calculation purposes. | |

* See Definitions

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| | First Year of Licence | Second and/or Subsequent Years |
|--|--|---|
| | € | € |
| 3.1.4 | Where the sole means of performance is by a radio or other audio or audio visual equipment (other than those referred to in 3.1.2 above) which is for sale on the premises and the performances are bona fide given for the purpose of demonstrating that equipment at or near the point of sale, the applicable royalty is reduced by 30%. This does not apply where the performances are by means of discs, tapes or other recordings where those goods are also for sale or hire on the premises. | |
| 3.2 PAVEMENT MUSIC* | | |
| For each loud-speaker or other apparatus the annual royalty is | 63.80 | 42.55 |
| 3.3 FATHER CHRISTMAS SHOWS, MANNEQUIN AND FASHION SHOWS etc | | |
| For performances at events such as Father Christmas shows, Christmas toy bazaars and similar attractions and mannequin, dress and other fashion shows, the daily royalty is | 63.80 | 42.55 |
| 3.4 MINIMUM ROYALTY PAYMENT | | |
| With the exception of performances covered under paragraph 3.1.2., the royalties payable under paragraph 3 are subject to the following minimum annual payments : - | | |
| 3.1. Performances by means of an audio jukebox | 305.28 | 202.11 |
| 3.2. Performances by means of a video jukebox | 406.07 | 270.70 |
| 3.3. All other performances | 191.40 | 127.61 |

* See Definitions

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4. FOR MUSIC USE UNDER PARAGRAPH 1 (ii)

Royalties under this Paragraph are calculated by reference to the audible area* as follows: -

| | Unlicensed € | Licensed € |
|---|-----------------|---------------|
| For each unit of 100 m ² or part thereof, up to 1,000 m ² | 81.57 | 54.39 |
| For each additional unit of 500 m ² or part thereof, up to a total area of 5,000 m ² | 326.12 | 216.22 |
| For each additional unit of 500 m ² or part thereof, up to a total area of 10,000 m ² | 244.61 | 163.04 |
| For each additional unit of 500 m ² over 10,000 m ² | 202.14 | 134.78 |
| Minimum annual charge | | 82.63 |

5. INFLATION ADJUSTMENT

The foregoing rates of charge are related to the Consumer Price Index of Retail Prices for October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, “the basic Index Figure”, and will be adjusted on 1st January 2019 and each subsequent anniversary of that date in proportion to annual changes in that Index.

6. DEFINITIONS

“**audible area**” means the floor area measured from wall to wall of the whole of that part of the premises to which the public are admitted and in which the music is audible.

“**repertoire controlled by IMRO**” means all and any musical works, and words associated with such works, in which rights to perform publicly and to authorise others to do the same are vested in IMRO.

“**background music**” means performances by means of a record and/or CD/tape player (excluding jukeboxes or video performances) or by means of a radio or television set operated on the premises or by diffusion through a loudspeaker, however conveyed, from another part of the premises or from a source outside the premises.

“**pavement music**” means music performed by means of a loud-speaker or other apparatus installed outside the individual shop but controlled from within.

“**repertoire controlled by IMRO**” means all and any musical works, and words associated with such works, in which rights to perform publicly and to authorise others to do the same are vested in IMRO.

“shop space” means the floor area measured from wall to wall of the whole or part of that part of the premises to which the public are admitted and in which the music is audible.

7. VALUE ADDED TAX

Every licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the royalty due under the tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the royalty payable.

This tariff supersedes all previous editions



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STANDARD TARIFF SP

Introduced on 6th September 1991

Effective from 1st January 2018

IMRO does not undertake to offer a licence or permit at the rates of charge shown in this tariff in respect of any performances unless application has been made in advance of the performance.

1. SCOPE OF TARIFF

This tariff applies to performances of copyright music within the repertoire controlled by IMRO* at small premises, such as doctors' and dentists' waiting rooms and hairdressing establishments, which are not specifically assessable under any of IMRO's other tariffs.

2. ROYALTY RATES

The following rates apply to all royalties falling due under this tariff between

1st January 2018 and 31st December 2018

Background Music* Performed by Mechanical Means

| | First Year of Licence € | Second and/or Subsequent Year € |
|--|-------------------------------|---|
| Area of music audibility* not exceeding | | |
| (i) 50 m ² | 158.66 | 105.76 |
| (ii) for each additional 10m ² or part thereof: | 31.76 | 21.15 |
| Where the only music in a premises is provided by a single speaker transistor, without amplifiers, then the royalty shall be: | 105.76 | 70.54 |

3. REBATE

A rebate of 33 $\frac{1}{3}$ % will be allowable from the first year charge rates, where a music user obtains a licence before any music is performed.

* See Definitions

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4. MINIMUM CHARGE

The minimum charge under this Tariff is €70.54 per annum.

5. INFLATION ADJUSTMENT

The foregoing rates of charge are related to the Consumer Price Index of retail Prices for mid Oct 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, (“the basic Index Figure”) and will be adjusted on the 1st January 2019 and each subsequent anniversary of that date in proportion to annual changes in that Index.

6. VALUE ADDED TAX

Every licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the royalty due under the tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the royalty payable.

7. DEFINITIONS

“**background music**” means performances by means of a record and/or CD/tape player (excluding jukeboxes or video performances) or by means of a radio or television set operated on the premises or by diffusion through a loudspeaker, however conveyed, from another part of the premises or from a source outside the premises.

“**area of audibility**” means the floor area measured from wall to wall of the whole of that part of the premises to which the public are admitted and in which the music is audible.

“**repertoire controlled by IMRO**” means all and any musical works, and words associated with such works, in which rights to perform publicly and to authorise others to do the same are vested in IMRO.

8. GENERAL CONDITIONS

This tariff is subject to IMRO’s General Conditions Applicable to Tariffs and Licences, a copy of which is available on request.

This tariff supersedes all previous editions



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STANDARD TARIFF VT

Introduced on 1st November 2014
Effective from 1st January 2018

IMRO does not undertake to offer a licence or permit at the rates of charge shown in this tariff in respect of any performances unless application has been made in advance of the performance.

1. SCOPE OF TARIFF

This tariff applies to performances of copyright music within the Repertoire controlled by IMRO in theatrical presentations, stage plays or Variety Shows, admittance to which is gained by purchase of a ticket or by subscription. It does not apply to performances at premises to which there is no admission charge. For the avoidance of doubt this tariff does not apply to performances of copyright music within the Repertoire Controlled by IMRO in restaurant/bar areas within the premises.

2. DEFINITIONS

For the purposes of this tariff: -

“**Books and Records**” shall include, but is not limited to

- the audited accounts
- accounting records, ticket selling agent manifest, ticket accounting records, invoices, complimentary ticket sales and any other information needed to verify the information received to calculate the royalty in accordance with paragraph 5.

“**Capacity**” means the maximum number of persons who may be admitted to the area of entertainment at any one time (assessed by reference to fire, health and safety or similar regulations where available).

“**Event**” means a Variety Show, stage play, or other theatrical production featuring musical works (including live, recorded, instrumental, electronic, digital or by any other means) where a charge is made for admission.

“**Event Promoter**” means a person or entity who organises or promotes Events.

“**Estimated Royalty**” means IMRO’s calculation of the royalty for an Event based on the information available to it at the date of estimation, including ticket price and money holding capacity of the venue where the Event was to be performed. The money holding capacity of the event will be calculated by multiplying the highest ticket price by the capacity of the venue.

“**IMRO**” means the Irish Music Rights Organisation CLG.

“**Net Revenue Receipts**” means the higher of:

- total revenue from sales of admission tickets, less only any applicable, VAT, selling agent commission and credit card booking fees, or

- where the Event provides for subsidised admission to the public, total revenue from sales of admission tickets, plus total other revenue (including all sponsorship and advertising revenue) from the Event, less only any applicable, VAT, selling agent commission and credit card booking fees.

“Overture, entr’acte and exit music” means music usage during the opening, interval and exiting of an Event.

“Performing Time” means the total time occupied by a single performance of a Variety show or theatrical presentation, except for the customary interval or intervals, unless controlled music is performed during such intervals.

“Incidental” or **“Curtain”** music’ means music heard by the theatre audience as an accompaniment to a theatrical production or Variety Show, but which is not performed by or intended to be audible to any of the characters in the theatrical production or Variety Show.

“Proprietor of the premises” means the person or entity that either owns the freehold or leasehold interest in the Venue and is responsible for hosting the Event, or alternatively rents the Venue and is responsible for hosting the Event.

“Repertoire Controlled by IMRO” means all and any musical works, and words associated with such works, in which rights to perform publicly and to authorise others to do the same are vested in IMRO.

“Variety Show” means stage entertainments, however designated, in the nature of variety revues, pantomime or theatrical productions as distinct from musical entertainments consisting entirely or almost entirely of controlled light or “popular” music and from concerts or recitals of such music.

“Venue” means a permanent or temporary venue where an Event takes place.

3. EXCLUSIONS

This tariff does not apply to the public performance of musical works chargeable under Tariff LP, Tariff HRNPD, Tariff J, Tariff LC, Tariff MS or Tariff PVFI.

IMRO in its sole discretion will determine which tariff applies to the proposed performance of musical works. Particulars of the proposed performance should be notified to IMRO who will thereafter licence the Event in accordance with the appropriate tariff.

4. APPLICATIONS FOR A COPYRIGHT MUSIC LICENCE (“The Licence”) TO HOLD MUSICAL ENTERTAINMENTS

The primary obligation is on the Proprietor of the premises to obtain the necessary Licence from IMRO to permit the public performance of musical works in the Repertoire controlled by IMRO and to pay all royalties due thereon in accordance with this tariff.

This tariff must be read in conjunction with the Licence and in the event of any conflict or inconsistency between this tariff and the Licence, the Licence shall take precedence.

In the event that the Proprietor of the premises proves to IMRO’s satisfaction in advance of the Event that the Event Promoter holds a Licence from IMRO for the Event, IMRO will not require an additional licence to be obtained by the Proprietor of the premises for the Event.

The Proprietor of the premises at which the Event is to be held, or the Event Promoter must apply in all instances in advance of the Event, for the appropriate Licence under this Tariff. If the Proprietor or Event Promoter omits to apply for and obtain a licence in advance of the Event and the Event proceeds, royalties will be payable at the unlicensed rate in paragraph 5.

IMRO will not unreasonably refuse to issue a licence, but reserves the right to refuse to issue a License to the Proprietor of the premises or the Event Promoter, due to previous non compliance with the terms and conditions of IMRO licences and tariffs. If IMRO refuses to issue a licence, the Proprietor of the premises and or the Event Promoter is not entitled to include the performance of any musical works in the Repertoire controlled by IMRO at the Event.

Any performances not declared are unauthorised and constitute an infringement of copyright and will be charged as unlicensed performances.

5. ROYALTIES, RETURNS, INVOICING & PAYMENT

The following rates apply to all royalties falling due under this tariff between

1st January 2018 and 31st December 2018

| | Unlicensed € | Licensed € |
|---|-----------------|---------------|
| 5.1. PERFORMANCES AT STAGE PLAYS | | |
| 5.1.1 Overture, entr'acte and exit music only | | |
| The annual royalty is: - | | |
| Capacity of up to 1,000 seats | 407.96 | 272.01 |
| Capacity of over 1,000 seats | 564.88 | 376.56 |
| 5.1.2 "Incidental" or "curtain" music with or without overture, entr'acte and exit music | | |
| The weekly royalty is: - | | |
| Capacity of up to 1,000 seats | 18.82 | 12.59 |
| Capacity of over 1,000 seats | 25.11 | 16.70 |
| 5.2. PERFORMANCES AT VARIETY SHOWS OR OTHER THEATRICAL PRESENTATIONS | | |
| 5.2.1 The royalty per event shall be calculated by applying the following rates to the Net Revenue Receipts arising from each Variety Show or other theatrical presentation as follows: - | | |
| Net Revenue Receipts | | |
| First €158,957 | 6% | 3% |
| €158,957 up to €317,914 | 6% | 4.5% |
| €317,914 and over | 6% | 6% |
| 5.2.2 Subject to paragraph 6.2. of this tariff, where the licensee establishes to IMRO's satisfaction in respect of a Variety show or other theatrical presentation, that Repertoire Controlled by IMRO is performed during less than 80% of the Performing time, the royalty for the Event as calculated under paragraph 5.2.1 shall be subject to the following discounts: | | |

Duration of Repertoire Controlled by IMRO

| | |
|---|----------------|
| 10% of Performing Time or less: | Discount – 90% |
| Between 10% and less than 20% of Performing Time | Discount – 85% |
| Between 20% and less than 30% of Performing Time: | Discount – 75% |
| Between 30% and less than 40% of Performing Time: | Discount – 65% |
| Between 40% and less than 50% of Performing Time: | Discount – 55% |
| Between 50% and less than 60% of Performing Time: | Discount – 45% |
| Between 60% and less than 70% of Performing Time: | Discount – 35% |
| Between 70% and less than 80% of Performing Time: | Discount – 25% |

5.2.3 Returns, Invoicing & Payment

No later than one month after an Event has taken place, or if a number of Events are held by the Proprietor of the premises or Event Promoter, within 30 days of the end of the month in which the Event or series of Events takes place, the Proprietor of the premises or Event Promoter must submit to IMRO a statement(s) for each Event(s) in accordance with a format outlined by IMRO, detailing for each individual Event:

- Details of the Capacity of the Event;
- Ticket prices paid by purchasers, pre VAT and post VAT and actual number of tickets sold at each ticket price;
- Selling agent and credit card commissions included in the ticket price paid by purchasers;
- Total gross receipts from ticket sales;
- Number of complimentary tickets allocated;
- Programme Details/Setlist in respect of all performers if not already submitted in accordance with Paragraph 9 below;
- Duration of Performing Time and duration of each musical work performed during the Performing Time
- Details of any revenue other than revenue generated from ticket sales which is included in the Net Revenue Receipts

IMRO will calculate the royalty owing in accordance with and under paragraph 5.2.1, 5.2.2 and 5.3, and will issue an invoice in respect of the royalty owing, settlement of which will be due within 30 days of invoice date.

5.2.4 If the Proprietor of the premises or the Event Promoter does not have a trading record of at least one year with IMRO or if there is a history of non compliance with the terms and conditions of IMRO licences and tariffs, IMRO may require the Licensee to pay 25% of the Estimated Royalty plus VAT for the Event to IMRO 45 days prior to the Event taking place, with a further 50% plus VAT being paid 15 days prior to the Event taking place, with the balance due being paid after the Event in accordance with paragraph 5.2.3. If there is an overpayment IMRO will reimburse the Licensee 30 days after receipt of all returns required at paragraph 5 hereof.

5.2.5 If returns are not submitted within 30 days of the Event, IMRO will calculate an Estimated Royalty in accordance with paragraph 5.2.1. An invoice will issue which is immediately payable.

5.2.6 If the Proprietor of the premises or the Event Promoter has failed to provide the items specified at paragraph 5.2.3 within a period of 60 days from the date of the Event, they shall not receive any credit or refund to which, but for such failure they would otherwise be entitled to under this tariff. The provisions of this paragraph are without prejudice to IMRO's right to require the Proprietor of the premises or the Event Promoter to furnish the items specified at paragraph 5.2.3

5.3. MINIMUM ANNUAL ROYALTY

| | Unlicensed | Licensed |
|--|-------------------|-----------------|
| The royalties payable under this tariff are subject to a minimum annual payment of | €188.25 | €125.51 |

6. DURATION OF REPERTOIRE CONTROLLED BY IMRO

6.1. For the purposes of computing the duration of Performing Time that the Repertoire Controlled by IMRO occupies, the following shall not be counted as the performance of such repertoire: -

- Playing such repertoire off stage, except by way of accompaniment to a sung, instrumental, danced or mimed performance on stage; and
- Playing a few bars of such repertoire on entrance or exit only or otherwise purely incidentally to an item on the programme not including any other performance of such repertoire.

6.2. A licensee shall only be entitled to a discount under paragraph 5.2.2 if they give IMRO notice in writing of their intention to claim a discount in respect of a particular show. Such notice shall be accompanied by such information as IMRO may need to enable the discount to be computed and shall be given in time to enable IMRO to verify, by attendance at a performance of the show, the particulars on which the claim is based, and in any event must reach IMRO not more than five clear days after the first performance of the show or not less than 10 clear days before the last performance of the show, whichever date may be the earlier. This requirement will be strictly enforced.

7. VALUE ADDED TAX

Every licensee under this tariff shall pay to IMRO, in addition to the Royalty due / estimated Royalty due under the tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the royalty payable.

8. INFLATION ADJUSTMENT

The foregoing monetary sums in paragraph 5.1 and 5.3, and the foregoing net revenue receipt thresholds set out in paragraph 5.2.1 are related to the Consumer Price Index of Retail Prices of 147.4 for mid-December 2016 (on the November 1996 base) as published in the Irish Statistical Bulletin, ("the basic Index Figure"), and will be adjusted on 1st January 2019 and each subsequent anniversary of that date in proportion to annual changes in the previous December's monthly Index. Adjustments under this paragraph to the Net Revenue Receipt thresholds shall be rounded to the nearest euro.

9. PROGRAMME DETAILS / SETLIST

In the case of all Events licensed under this tariff, the Proprietor of the premises or Event Promoter must send IMRO in the format specified, along with the details required in paragraph 5.2.3, particulars of all musical works performed at each Event.

10. IMRO'S RIGHT TO AUDIT

10.1 IMRO, shall at its request and its expense (subject to clause 10.2), on reasonable written notice to the Licensee, be entitled to inspect during normal working hours, such of the Books and Records of the Licensee as IMRO deems necessary solely for the purpose of verification of the income upon which the Royalties are calculated. Such inspection shall be carried out by IMRO or a person appointed by IMRO to perform the inspection. The Licensee shall allow access to its premises for these purposes.

10.2 IMRO shall be responsible for the costs of the inspection referred to in clause 10.1, unless as a result of the inspection, the Royalty calculated by IMRO as payable is in excess of 7% higher than the Royalty calculated by IMRO on the basis of the information provided to it under clause 5.2.3, in which case the Licensee shall reimburse IMRO for all of the costs of such inspection.

11. GENERAL CONDITIONS

This tariff is subject to the General Terms Applicable to Tariffs and Licences, a copy of which is available on www.imro.ie or on request.

12. COMMENCEMENT AND DURATION

This tariff shall come into force on 1 January 2018.

13. LATE PAYMENTS

Invoices are payable 30 days from the date of issue. Interest is payable thereafter until the date of actual payment at the rate specified in European Communities (Late Payment in Commercial Transactions) Regulations 2012.

This tariff supersedes all previous editions



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STANDARD TARIFF AC

Introduced on 1st January 2016
Effective from 1st January 2018

To be read in conjunction with the Dual Licence Contract* and the Dual Licence General Terms*.

1. SCOPE OF TARIFF

This tariff applies to performances of copyright music within the Repertoire Controlled by IMRO in aircraft registered in the Republic of Ireland.

2. DUAL COPYRIGHT MUSC LICENCE CONTRACT

This tariff is incorporated into and forms an integral part of the Dual Licence Contract. A breach of any term or condition of this tariff shall constitute a breach of the Dual Licence Contract. In the event of any conflict between the constituent parts of the Dual Licence Contract, the descending order of precedence shall be as follows: (i) the main body of the Dual Licence Contract; (ii) this tariff; and (iii) the Dual Licence General Terms*.

3. ROYALTY RATES

The following rates apply to all Royalties falling due under this tariff between

1st January 2018 and 31st December 2018

The annual Royalty payable in respect of performances in aircraft to which this tariff applies shall be calculated at the rate of €10.82 per 500 Passenger Hours of Music* played.

4. COMPUTATION OF ROYALTY CHARGE

(a) Take-off and Landing Music

Under this tariff the duration of music usage during take-off and landing is to be taken as 15 minutes per passenger –

EXAMPLE: (Calculation at €10.82 per 500 hours)

* See Definitions

Page 2 of 2 - Tariff AC

In the case of an aircraft which carried 60,000 passengers to whom music was audible during take-off and landing, the number of passenger hours would be 15,000 (60,000 ÷ 4), and the annual Royalty would be €324.60.

(b) In-Flight Music

The number of hours flown with passengers by the aircraft during the year will be divided by the number of stage flights to produce an average flight duration, and the average flight duration will then be multiplied by the number of passengers who listen to in-flight music.

EXAMPLE: (Calculation of €10.82 per 500 passenger hours)

In the case of an aircraft flying a total of 3,300 hours, in 600 stage flights, the average flight duration would be 5.50 hours.

If the number of passengers to whom in-flight music was audible was 20,000 the annual Royalty would be:-

$$\frac{20,000 \times 5.50 \times \text{€}10.82}{500} = \text{€}2,380.40$$

5. INFLATION ADJUSTMENT

The foregoing Royalty rates are related to the Consumer Price Index of Retail Prices for mid-October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2019 and on each subsequent anniversary of that date in proportion to annual changes in that Index.

6. DEFINITIONS

Capitalised terms used but not defined in this tariff shall have the meaning set forth in the Dual Licence Contract.

“**Dual Licence Contract**” means the Dual Copyright Music Licence Contract between the Licensee, IMRO and PPI.

“**Dual Licence General Terms**” means the General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs.

“**IMRO**” means the Irish Music Rights Organisation CLG.

“**Passenger Hour of Music**” means one hour of music audible to one passenger.

7. VALUE ADDED TAX

Every Licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the Royalty due under this tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the Royalty payable.



IRISH MUSIC RIGHTS ORGANISATION CLG

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STANDARD TARIFF GP

Introduced on 1st January 2016

Effective from 1st Jan 2018

To be read in conjunction with the Dual Licence Contract* and the Dual Licence General Terms*.

1. SCOPE OF TARIFF

This tariff applies to performances of copyright music within the Repertoire Controlled by IMRO at functions and events at premises which are not within the scope of other standard tariffs published by IMRO.

2. DUAL COPYRIGHT MUSIC LICENCE CONTRACT

This tariff is incorporated into and forms an integral part of the Dual Licence Contract. A breach of any term or condition of this tariff shall constitute a breach of the Dual Licence Contract. In the event of any conflict between the constituent parts of the Dual Licence Contract, the descending order of precedence shall be as follows: (i) the main body of the Dual Licence Contract; (ii) this tariff; and (iii) the Dual Licence General Terms*.

The appropriate Tariff or rate of Royalty applicable to a music user will be determined by IMRO on the basis of all relevant circumstances.

3. ROYALTY RATES

The following rates apply to all Royalties falling due under this tariff between

1st January 2018 and 31st December 2018

| | | Higher Royalty Rate | Standard Royalty Rate |
|------------|--|------------------------|--------------------------|
| 3.1 | FEATURED MUSIC* | | |
| 3.1.1 | The Royalty per session is: - | | |
| | For the first 300 persons Capacity* | 79.79 | 53.16 |
| | and for each 100 persons Capacity* (or part thereof) thereafter | 47.87 | 31.89 |
| 3.1.2. | For each busking point, the Royalty per session is:- | 15.99 | 10.66 |
| 3.1.3. | Video or cinema performances in a room or place which is part of the premises and used for other purposes but which is being specially used for the primary purpose of video or film shows and with seating arranged accordingly (whether or not a charge is made for admission) including Heritage & Cultural Centres | | |
| | The Royalty per session is: - | | |
| | For the first 100 persons Capacity* | 9.58 | 6.36 |
| | and for each 25 persons Capacity* (or part thereof) thereafter | 3.21 | 2.16 |
| 3.1.4 | For short educational and/or training films or videos for in house training and information, selling and promotion, including Heritage & Cultural Centres | | |
| | The Royalty per session is: - | 3.16 | 2.12 |
| | <u>Note:</u> This charge is subject to a maximum of €18.96 per day for performances chargeable at the Higher Royalty rate and €12.72 per day for performances chargeable at Standard Royalty rate | | |
| 3.1.5. | For aerobic and keep fit classes and for dance and music classes. | | |
| | The Royalty per session / class is: - | 3.22 | 2.16 |
| 3.1.6. | For Background Music* at boxing, wrestling and similar sports events or at bingo sessions. | | |
| | The Royalty per session is:- | | |
| | For the first 100 persons Capacity* | 3.22 | 2.16 |
| | and for each 25 persons Capacity* (or part thereof) thereafter | 0.97 | 0.68 |

| | Higher Royalty Rate | Standard Royalty Rate |
|---|--------------------------------|----------------------------------|
| 3.2 AMUSEMENT MUSIC | | |
| 3.2.1. The Royalty per session is: - | | |
| For the first 300 persons Capacity* | 39.89 | 26.60 |
| and for each 100 persons Capacity* (or part thereof) thereafter | 23.97 | 15.99 |
| 3.3 LOCAL AND/OR COMMUNITY EVENTS | | |
| For performances of background music at local and community events such as fashion shows, exhibitions, sports days. etc | | |
| The Royalty per day is: - | 63.80 | 42.54 |
| 3.4 SKATING RINKS | | |
| For performances of music at ice and rollerskating rinks. | | |
| The annual Royalty is:- | | |
| for each 100 Persons Admitted* (or part thereof) to the premises, (whether for the purpose of skating or otherwise | 3.22 | 2.16 |
| 3.5 BACKGROUND MUSIC* IN AREAS WITH OR WITHOUT SEATING | | |
| 3.5.1. For performances by means of television alone, | | |
| The annual Royalty is: - | 190.52 | 126.98 |
| 3.5.2. For performances by any one of any combination of the following: - | | |
| audio jukebox, record/tape player, radio, with or without a television, | | |
| The annual Royalty is as follows:- | | |
| Floor area (measured from wall to wall) | | |
| Up to 50 m ² | 317.44 | 211.61 |
| 50 – 100 m ² | 507.86 | 338.58 |
| 101 – 150 m ² | 704.60 | 469.75 |
| 151 – 200 m ² | 888.74 | 592.46 |
| Over 200 m ² | 1,079.13 | 719.47 |

| | Higher Royalty Rate | Standard Royalty Rate |
|--|---------------------|-----------------------|
| 3.5.3. For performances by any one of or any combination of the following:- video jukebox, music television, video monitors, karaoke machine or similar apparatus, with or without those instruments charged under paragraph 3.5.2. The annual Royalty is as follows:- Floor Area (measured from wall to wall) | | |
| up to 50 m ² | 404.65 | 269.78 |
| 51 – 100 m ² | 634.80 | 423.18 |
| 101 – 150 m ² | 880.78 | 587.20 |
| 151 – 200 m ² | 1,110.94 | 740.61 |
| Over 200 m ² | 1,348.95 | 899.32 |
| 3.6 FOR BACKGROUND MUSIC* IN CORRIDORS, FOYERS, FORE-COURTS, CIRCULATING AND MISCELLANEOUS AREAS | | |
| The annual Royalty is: - | | |
| for each unit of 100 m ² (or part thereof) | 93.92 | 62.62 |
| 3.7 FOR PERFORMANCES OF BACKGROUND MUSIC* RELAYED IN CARPARKS | | |
| The annual Royalty is:- | | |
| For the first 500 car parking spaces | 469.46 | 312.97 |
| and for each 250 car parking spaces (or part thereof) thereafter | 156.48 | 104.32 |
| 3.8 FOR PERFORMANCES BY BANDS of the kind described herein given at (i) such occasional entertainments as athletic meetings, flower shows, bazaars, processions, parades and similar functions of an ephemeral nature, and which do not take place for more than seven consecutive days at any one premises, or (ii) given at trade or other exhibitions which are not open for more than four consecutive days, provided that the performances take place on premises which have no permanent management and which are not premises where music is usually performed as part of a public entertainment, The annual Royalty is:- | | |
| Regular Forces, also Civilian Services such as | 305.75 | 203.87 |

| | Higher Royalty Rate | Standard Royalty Rate |
|---|----------------------------|------------------------------|
| Police and Fire Brigades | | |
| Pipe, drum and fife bands of the above | 168.47 | 112.28 |
| Other bands (brass, military, pipe or reed) | 181.99 | 121.36 |
| 3.9 FOR PERFORMANCES OF BACKGROUND MUSIC* RELAYED IN GARAGE FORECOURTS | | |
| Including simultaneous performances in an adjacent office or accessories shop having a floor area of not more than 50 square metres, and in an attached workshop with up to 5 employees normally in it. | | |
| The annual Royalty is:- | 170.24 | 113.48 |
| 3.10 PERFORMANCES AT CIRCUSES | | |
| The annual Royalty is | | |
| Seating Capacity* | | |
| up to 500 | 772.60 | 515.08 |
| 501 – 750 | 1,928.54 | 1,285.68 |
| 751 – 1000 | 2,436.80 | 1,624.53 |
| 1001 – 1250 | 3,506.58 | 2,337.74 |
| 1251 – 1500 | 4,160.40 | 2,773.56 |
| 1501 – 2000 | 5,943.45 | 3,962.29 |
| 2001 – 2500 | 7,429.31 | 4,952.88 |
| Over 2500 | 8,915.21 | 5,943.47 |
| 3.11 PERFORMANCES AT SPORTSGROUNDS* | | |
| in conjunction with normal sporting events, before, during the intervals between and at the end of such events | | |
| For each 1,000 Persons (or part thereof) Admitted* to events | | |
| The Royalty per event is | 4.82 | 3.23 |
| Subject to a minimum annual Royalty of: | 191.60 | 127.75 |

| | | Higher Royalty Rate | Standard Royalty Rate |
|-------------|---|--------------------------------|----------------------------------|
| 3.12 | FATHER CHRISTMAS SHOWS, MANNEQUIN AND FASHION SHOWS etc | | |
| | For performances at events such as Father Christmas shows, Christmas toy bazaars and similar attractions and mannequin, dress and other fashion shows, | | |
| | the daily Royalty is | 63.80 | 42.55 |
| 3.13 | PERFORMANCES AT PAROCHIAL AND CHURCH HALLS, AND OTHER HALLS: | | |
| | (i) Basic Rates | | |
| | Subject to the minimum Royalties set out in paragraph 3.13 (ii) , the Royalties payable to IMRO for its permission in respect of performances of copyright music within the Repertoire Controlled by IMRO under this paragraph shall be calculated as follows:- | | |
| | (a) Performances at concerts, musical dances or socials with dancing and other similar functions at which music is a major feature – For each function, €2.47 per Accommodation Unit* or part thereof | | |
| | (b) Performances at film shows, dancing classes, socials without dancing, and other similar functions at which music is not a major feature – For each function €1.23 per Accommodation Unit or part thereof. | | |
| | (ii) Minimum Royalty Payment | | |
| | The minimum Royalties payable under this paragraph of this tariff are: - | | |
| | (a) for a licence for occasional performances during a year, €12.35 | | |
| | (b) for licences continuing from year to year, €24.75 per annum | | |
| 3.14 | MINIMUM ROYALTY PAYMENT | | |
| | The Royalties payable under this tariff (except as regards paragraphs 3.8, 3.9, 3.11 & 3.13) are subject to the following minimum annual payments :- | | |
| 3.14.1 | For a licence continuing from year to year | 187.77 | 125.17 |
| 3.14.2 | For a permit for an occasional performance or where permission was not sought prior to the date of the event | 187.77 | 125.17 |

4. HIGHER AND STANDARD ROYALTY RATES

- (i) All performances in the first Licence Year* will be charged at the Higher Royalty rate unless the user applies in writing for a licence before the music is performed.
- (ii) Any performances not declared are unauthorised and constitute **an infringement of copyright** and will be charged as unlicensed performances at the Higher Royalty rate.
- (iii) Standard Royalty rates shall apply after the first Licence Year only if there is a valid Dual Licence Contract in place between IMRO and the Licensee.

5. INFLATION ADJUSTMENT

The foregoing Royalty rates are related to the Consumer Price Index of Retail Prices for mid-October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2019 and on each subsequent anniversary of that date in proportion to annual changes in that Index.

6. DEFINITIONS

Capitalised terms used but not defined in this tariff shall have the meaning set forth in the Dual Licence Contract.

“Accommodation Unit” means seating capacity for 100 persons or dancing capacity for 50 persons.

“Amusement Music” means impromptu performances by bona fide customers (who are not otherwise professional or semi-professional musicians or performers) for their own and for their fellow customers’ amusement which have not in any way been previously advertised or announced to the public.

“Background Music” means performances by means of a record and/or CD/tape player (excluding jukeboxes or video performances) or by means of a radio or television set operated on the premises or by diffusion through a loudspeaker, however conveyed, from another part of the premises or from a source outside the premises.

“Capacity” means the maximum number of persons that may be admitted to the area of entertainment at any one time (assessed by reference to fire or similar regulations where available).

“Dual Licence Contract” means the Dual Copyright Music Licence Contract between the Licensee, IMRO and PPI.

“Dual Licence General Terms” means the General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs.

“Featured Music” means music performed by: -
performers in person,

or

a record, tape or CD player primarily for entertainment such as by means of discotheque equipment or otherwise for dancing or in conjunction with cabaret or similar entertainment. It also includes music sourced by means of a satellite dish or cable,

or

cinematograph equipment, video player,

or

karaoke machine or similar apparatus – a tape or disc player providing specially produced backing tracks to enable people to sing to them for the entertainment of others.

“IMRO” means the Irish Music Rights Organisation CLG.

“Licence Year” means the first and each recurring 12 consecutive month period.

“Persons Admitted” means the total number of persons attending events at which music is played in any one year as certified by an accountant qualified to be appointed auditor to a public company.

“Sportsgrounds” means race tracks, stadia or speedways, football grounds and any other premises of a similar nature.

7. VALUE ADDED TAX

Every Licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the Royalty due under this tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the Royalty payable.


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STANDARD TARIFF HLC

Introduced on 1st January 2016
Effective from 1st January 2018

To be read in conjunction with the Dual Licence Contract* and the Dual Licence General Terms*.

1. SCOPE OF TARIFF

This tariff applies to performances of copyright music within the Repertoire Controlled by IMRO in leisure centres and/or gyms.

2. DUAL COPYRIGHT MUSIC LICENCE CONTRACT

This tariff is incorporated into and forms an integral part of the Dual Licence Contract. A breach of any term or condition of this tariff shall constitute a breach of the Dual Licence Contract. In the event of any conflict between the constituent parts of the Dual Licence Contract, the descending order of precedence shall be as follows: (i) the main body of the Dual Licence Contract; (ii) this tariff; and (iii) the Dual Licence General Terms*.

3. ROYALTY RATES

The following rates apply to all Royalties falling due under this tariff between

1st January 2018 and 31st December 2018

Background Music*

| | | Higher Royalty rate € | Standard Royalty rate € |
|-------|--|-----------------------------|-------------------------------|
| (i) | For leisure centres and/or gyms with an Area* up to 100 m ² | 288.96 | 192.65 |
| (ii) | For leisure centres and/or gyms with an Area between 100 m ² and 250 m ² | 577.96 | 385.28 |
| (iii) | For leisure centres and/or gyms with an Area exceeding 250 m ² | 866.94 | 577.96 |
| (iv) | For aerobic and keep-fit classes, including aqua-aerobics, the Royalty per session is: | 3.21 | 2.15 |

The minimum annual Royalty under this tariff is €91.21.

* See Definitions

/....

4. HIGHER AND STANDARD ROYALTY RATES

- (i) All performances in the first Licence Year* will be charged at the Higher Royalty rate unless the user applies in writing for a licence before the music is performed.
- (ii) Any performances not declared are unauthorised and constitute **an infringement of copyright** and will be charged as unlicensed performances at the Higher Royalty rate.
- (iii) Standard Royalty rates shall apply after the first Licence Year only if there is a valid Dual Licence Contract in place between IMRO and the Licensee.

Where the Premises are open only during a limited season in each Licence Year the annual Royalty is adjusted by a proportionate reduction, subject to the minimum annual Royalty specified below.

5. INFLATION ADJUSTMENT

The foregoing Royalty rates are related to the Consumer Price Index of Retail Prices for mid-October 2017 (on the November 1996 base), as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2019 and on each subsequent anniversary of that date in proportion to annual changes in that Index.

6. DEFINITIONS

Capitalised terms used but not defined in this tariff shall have the meaning set forth in the Dual Licence Contract.

“**Area**” means the area of the leisure centre and/or gym measured from wall to wall of the whole of that part of the premises to which the public are admitted and in which the music is audible. It also includes staff areas and the areas occupied by swimming pools, jacuzzis and plunge pools.

“**Background Music**” means music when performed by a record/tape/CD player otherwise than for featured purposes, and includes music performed by a relayed radio, audible throughout the premises. It also includes music sourced by means of satellite dish or cable.

“**Dual Licence Contract**” means the Dual Copyright Music Licence Contract between the Licensee, IMRO and PPI.

“**Dual Licence General Terms**” means the General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs.

“**IMRO**” means the Irish Music Rights Organisation CLG.

“**Licence Year**” means the first and each recurring 12 consecutive month period.

7. VALUE ADDED TAX

Every Licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the Royalty due under this tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the Royalty payable.



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STANDARD TARIFF HRNPD

Introduced on 6th July 2007
Effective from 1st January 2018

To be read in conjunction with the Dual Licence Contract* and the Dual Licence General Terms*.

1. SCOPE OF TARIFF

The tariff applies to the following performances of copyright music within the Repertoire Controlled by IMRO in hotels, nightclubs, restaurants, guest houses and similar establishments.

2. DUAL COPYRIGHT MUSIC LICENCE CONTRACT

This tariff is incorporated into and forms an integral part of the Dual Licence Contract. A breach of any term or condition of this tariff shall constitute a breach of the Dual Licence Contract. In the event of any conflict between the constituent parts of the Dual Licence Contract, the descending order of precedence shall be as follows: (i) the main body of the Dual Licence Contract; (ii) this tariff; and (iii) the Dual Licence General Terms*.

3. ROYALTY RATES

The following rates apply to all Royalties falling due under this tariff between:

1st January 2018 and 31 December 2018

(a) Featured Music* (Live Music, Cabaret, Discos, Supper Dances, Dinner Dances, Ordinary Dances, Weddings† and miscellaneous)

Charge for Performances - Per Session

| | Higher Royalty rate € | Standard Royalty rate € |
|-------------------------------------|--------------------------------------|--|
| Licensed Capacity not exceeding 100 | 23.31 | 15.48 |
| Licensed Capacity not exceeding 200 | 39.50 | 26.37 |
| Licensed Capacity not exceeding 300 | 55.49 | 36.99 |
| Licensed Capacity not exceeding 400 | 63.48 | 42.27 |

* see Definitions

| | | |
|-------------------------------------|-------|-------|
| Licensed Capacity not exceeding 500 | 71.23 | 47.53 |
| Licensed Capacity not exceeding 600 | 78.99 | 52.70 |
| Licensed Capacity not exceeding 700 | 85.17 | 56.85 |
| Charge per 100 Capacity* thereafter | 4.74 | 3.18 |

Note 1: † Weddings will be charged at the Royalty rate equivalent to licensed Capacity not exceeding 100.

Note 2: Where live concerts with cover charges take place this tariff will not apply. The concert tariff LP will apply. Live concerts will be defined as musical entertainments consisting entirely or almost entirely of copyright music performed at an Event*

Note 3: The simultaneous or consecutive musical performances that take place in separate rooms in a premises are separately assessable.

(b) Background Music*

Charge for Performances - Per Annum

| | Higher Royalty Rate | Standard Royalty Rate |
|--|--------------------------------|----------------------------------|
| | € | € |
| Radio and/or Tape/CD player alone or with Radio and/or Television | 120.23 | 80.12 |
| Radio and/or television alone | 100.55 | 67.05 |

for each unit of 20 seats or part thereof

Rates for Hotel Bedrooms

| Rooms | € |
|-------------------------|----------|
| 0 - 50 | 66.31 |
| 51 - 100 | 132.62 |
| 101 - 150 | 198.93 |
| 151 - 200 | 265.24 |
| Per 50 rooms thereafter | 66.31 |

4. HIGHER AND STANDARD ROYALTY RATES

- (i) All performances in the first Licence Year* will be charged at the Higher Royalty rate unless the user applies in writing for a licence before the music is performed.
- (ii) Any performances not declared either in advance or at the end of the licence period are unauthorised and constitute **an infringement of copyright** and will be charged as unlicensed performances at the Higher Royalty rate.

5. MISCELLANEOUS OTHER PERFORMANCES

Other performances which are not covered under this tariff such as performances by means of jukeboxes, live music pay in Events, etc. will be assessed under the appropriate tariffs.

6. INFLATION ADJUSTMENT

The foregoing Royalty rates are related to the Consumer Price Index of Retail Prices for mid-October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2019 and on each subsequent anniversary of that date in proportion to annual changes in that Index.

7. DEFINITIONS

Capitalised terms used but not defined in this tariff shall have the meaning set forth in the Dual Licence Contract.

“Background Music” means performances by means of a record and/or cd/tape player (excluding juke boxes or video performances) or by means of a radio or television set operated on the premises or by diffusion through a loudspeaker, however conveyed, from another part of the premises or from a source outside the premises.

“Capacity” means the maximum number of persons who may be admitted to the area of entertainment at any one time (assessed by reference to fire or similar regulations where available).

“Dual Licence Contract” means the Dual Copyright Music Licence Contract between the Licensee, IMRO and PPI.

“Dual Licence General Terms” means the General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs.

“Event” shall mean an uninterrupted musical event, save for short intervals or breaks. Repeat performances of the same programme such as afternoon and evening sessions shall be deemed to be separate Events.

“Featured Music” means: -

- (i) live music performed by performers of musical instruments and singers, whether or not they combine their performances with other activities such as dancing
or,
- (ii) music performed by means of a record/tape/cd player primarily intended for entertainment and/or dancing as distinct from background music which is to

add atmosphere. For the avoidance of doubt this includes but is not limited to disco club music.

“**IMRO**” means the Irish Music Rights Organisation CLG.

“**Licence Year**” means the first and each recurring 12 consecutive month period.

8. MINIMUM ANNUAL ROYALTY

The minimum annual Royalty under this tariff for 2018 is €66.31.

9. VALUE ADDED TAX

Every Licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the Royalty due under this tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the Royalty payable.

10. LATE PAYMENTS

Invoices are payable 30 days from the date of issue. Interest is payable thereafter until the date of actual payment at the rate specified in the EC (late payments on Commercial Transactions) Regulations 2002.



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STANDARD TARIFF I

Introduced on 1st January 2016

Effective from 1st January 2018

To be read in conjunction with the Dual Licence Contract* and the Dual Licence General Terms*.

1. SCOPE OF TARIFF

This tariff applies to Mechanical Performances* of copyright music within the Repertoire Controlled by IMRO as a background to work, meals, breaks, exercise or recreation at workplaces such as offices, factories, canteens or restrooms.

All other performances will be assessed under the appropriate tariff covering such performances.

2. DUAL COPYRIGHT MUSIC LICENCE CONTRACT

This tariff is incorporated into and forms an integral part of the Dual Licence Contract. A breach of any term or condition of this tariff shall constitute a breach of the Dual Licence Contract. In the event of any conflict between the constituent parts of the Dual Licence Contract, the descending order of precedence shall be as follows: (i) the main body of the Dual Licence Contract; (ii) this tariff; and (iii) the Dual Licence General Terms*.

3. ROYALTY RATES

The following rates apply to all Royalties falling due under this tariff between

1st January 2018 and 31st December 2018

| Unit of Charge | Higher Royalty Rate | Standard Royalty Rate |
|---|---------------------|-----------------------|
| | € | € |
| For each unit of 25 employees or part thereof | 137.44 | 91.64 |

The minimum annual Royalty under this tariff is €91.64

* See Definitions

4. HIGHER & STANDARD ROYALTY RATES

- (i) All performances in the first Licence Year* will be charged at the Higher Royalty rate unless the user applies in writing for a licence before the music is performed.
- (ii) Any performances not declared are unauthorised and constitute **an infringement of copyright** and will be charged as unlicensed performances at the Higher Royalty rate.
- (iii) Standard Royalty rates shall apply after the first Licence Year only if there is a valid Dual Licence Contract in place between IMRO and the Licensee.

5. INFLATION ADJUSTMENT

The foregoing Royalty rates are related to the Consumer Price Index of Retail Prices for mid-October 2017 (on the November 1996 base), as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2019 and on each subsequent anniversary of that date in proportion to annual changes in that Index.

6. DEFINITIONS

Capitalised terms used but not defined in this tariff shall have the meaning set forth in the Dual Licence Contract.

“Dual Licence Contract” means the Dual Copyright Music Licence Contract between the Licensee, IMRO and PPI.

“Dual Licence General Terms” means the General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs.

“IMRO” means the Irish Music Rights Organisation CLG.

“Licence Year” means the first and each recurring 12 consecutive month period.

“Mechanical Performances” include performances by means of a record/tape/CD player or by means of a radio or television set operated on the premises or by diffusion through a loudspeaker, however conveyed, from another part of the premises.

7. VALUE ADDED TAX

Every Licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the Royalty due under this tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the Royalty payable.



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STANDARD TARIFF J

Introduced on 1st January 2016
Rates effective from 1st January 2018

To be read in conjunction with the Dual Licence Contract* and the Dual Licence General Terms*.

1. SCOPE OF TARIFF

Subject to the exclusions in paragraph 2, this tariff applies to performances of copyright music within the Repertoire Controlled by IMRO at sports, social and other clubs or at similar establishments.

2. DUAL COPYRIGHT MUSIC LICENCE CONTRACT

This tariff is incorporated into and forms an integral part of the Dual Licence Contract. A breach of any term or condition of this tariff shall constitute a breach of the Dual Licence Contract. In the event of any conflict between the constituent parts of the Dual Licence Contract, the descending order of precedence shall be as follows: (i) the main body of the Dual Licence Contract; (ii) this tariff; and (iii) the Dual Licence General Terms*.

3. EXCLUSIONS

This tariff does not apply to

- performances of Repertoire Controlled by IMRO in seated restaurant areas within the premises, these being chargeable under IMRO Standard Tariff HRNPD.
- live performances of Repertoire Controlled by IMRO where a charge is made for admission, these being chargeable under IMRO Standard Tariffs LP, LC and/or VT.

IMRO in its sole discretion will determine which tariff applies to the proposed performance of musical works. Particulars of the proposed performance should be notified to IMRO who will thereafter licence the performances in accordance with the appropriate tariff.

* See Definitions

4. ROYALTY RATES

The following rates apply to all Royalties falling due under this tariff between

1st January 2018 and 31st December 2018

A. Annual rate for Background Music*

| | Higher Royalty rate | Standard Royalty rate |
|--|------------------------------------|--------------------------------------|
| Performances by means of | € | € |
| TV only | 190.52 | 126.98 |
| Any electronic apparatus, with or without a TV | 359.85 | 239.91 |

B. Featured Music* – Rate per session

| | Higher Royalty rate | Standard Royalty rate |
|------------------------------------|------------------------------------|--------------------------------------|
| | € | € |
| Capacity* not exceeding 100 | 22.77 | 15.12 |
| Capacity not exceeding 200 | 38.61 | 25.78 |
| Capacity not exceeding 300 | 54.23 | 36.13 |
| Capacity not exceeding 400 | 62.02 | 41.31 |
| Capacity not exceeding 500 | 69.61 | 46.44 |
| Capacity not exceeding 600 | 76.67 | 51.50 |
| Capacity not exceeding 700 | 83.23 | 55.54 |
| Charge per 100 Capacity thereafter | 4.63 | 3.09 |

C. Aerobic and Keep Fit classes

| | Higher Royalty rate | Standard Royalty rate |
|---|------------------------------------|--------------------------------------|
| | € | € |
| Aerobic and keep fit classes, including aqua aerobics, the rate per class session is | 3.21 | 2.15 |

D. The minimum annual Royalty under this tariff is €126.98.

5. HIGHER AND STANDARD ROYALTY RATES

- (i) All performances in the first Licence Year* will be charged at the Higher Royalty rate unless the user applies in writing for a licence before the music is performed.
- (ii) Any performances not declared are unauthorised and constitute **an infringement of copyright** and will be charged as unlicensed performances at the Higher Royalty rate.
- (iii) Standard Royalty rates shall apply after the first Licence Year only if there is a valid Dual Licence Contract in place between IMRO and the Licensee.

6. INFLATION ADJUSTMENT

The foregoing Royalty rates are related to the Consumer Price Index of Retail Prices for mid-October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2019 and on each subsequent anniversary of that date in proportion to annual changes in that Index.

7. DEFINITIONS

Capitalised terms used but not defined in this tariff shall have the meaning set forth in the Dual Licence Contract.

“Background Music” means music conveyed through any electronic apparatus to add atmosphere and at a volume level of less than or equal to 80dB.

“Capacity” means the maximum number of persons who may be admitted to the area of entertainment at any one time (assessed by reference to fire, health and safety or similar regulations where available). Simultaneous or consecutive musical performances that take place in separate rooms in a premises are separately assessable.

“Dual Licence Contract” means the Dual Copyright Music Licence Contract between the Licensee, IMRO and PPI.

“Dual Licence General Terms” means the General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs.

“Featured Music” means all other performances not covered under the definition of Background Music but excluding music used in aerobic and keep fit classes.

“IMRO” means the Irish Music Rights Organisation CLG.

“Licence Year” means the first and each recurring 12 consecutive month period.

8. VALUE ADDED TAX

Every Licensee under this tariff shall pay to IMRO, in addition to the Royalty due under this tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the Royalty payable.

9. LATE PAYMENTS

Invoices are payable immediately from the date of issue. Interest is payable thereafter until the date of actual payment at the rate specified in European Communities (Late Payment in Commercial Transactions) Regulations 2012.



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STANDARD TARIFF JB

Introduced on 1st January 2016
Effective from 1st January 2018

To be read in conjunction with the Dual Licence Contract* and the Dual Licence General Terms*.

1. SCOPE OF TARIFF

The tariff applies to performances of copyright music within the Repertoire Controlled by IMRO by means of Video Jukeboxes* and/or Audio Jukeboxes*, except when used for discotheque or other dancing.

2. DUAL COPYRIGHT MUSIC LICENCE CONTRACT

This tariff is incorporated into and forms an integral part of the Dual Licence Contract. A breach of any term or condition of this tariff shall constitute a breach of the Dual Licence Contract. In the event of any conflict between the constituent parts of the Dual Licence Contract, the descending order of precedence shall be as follows: (i) the main body of the Dual Licence Contract; (ii) this tariff; and (iii) the Dual Licence General Terms*.

3. ROYALTY RATES

The following rates apply to all Royalties falling due under this tariff between

1st January 2018 and 31st December 2018

| | Higher Royalty rate € | Standard Royalty rate € |
|--------------------------------|-----------------------------|-------------------------------|
| (a) Audio Jukeboxes | 314.35 | 209.57 |
| (b) Video Jukeboxes | | |
| (i) not larger than 26" screen | 418.06 | 278.72 |
| (ii) Larger than 26" screen | 471.57 | 314.35 |

The minimum annual Royalty under this tariff is €93.32

* See Definitions

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4. HIGHER AND STANDARD ROYALTY RATES

- (i) All performances in the first Licence Year* will be charged at the Higher Royalty rate unless the user applies in writing for a licence before the music is performed.
- (ii) Any performances not declared are unauthorised and constitute **an infringement of copyright** and will be charged as unlicensed performances at the Higher Royalty rate.
- (iii) Standard Royalty rates shall apply after the first Licence Year only if there is a valid Dual Licence Contract in place between IMRO and the Licensee.

5. INFLATION ADJUSTMENT

The foregoing Royalty rates are related to the Consumer Price Index of Retail Prices for mid-October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2019 and on each subsequent anniversary of that date in proportion to annual changes in that Index.

6. DEFINITIONS

Capitalised terms used but not defined in this tariff shall have the meaning set forth in the Dual Licence Contract.

“Audio Jukebox” means a machine (other than a video jukebox) for playing recorded music, capable of being operated by the insertion of a coin or token.

“Dual Licence Contract” means the Dual Copyright Music Licence Contract between the Licensee, IMRO and PPI.

“Dual Licence General Terms” means the General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs.

“IMRO” means the Irish Music Rights Organisation CLG.

“Licence Year” means the first and each recurring 12 consecutive month period.

“Video Jukebox” means a machine for playing recorded music synchronised with video or similar visual display and capable of being operated by the insertion of a coin or token.

7. VALUE ADDED TAX

Every Licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the Royalty due under this tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the Royalty payable.



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STANDARD TARIFF MC

Introduced on 1st January 2016

Effective from 1st January 2018

To be read in conjunction with the Dual Licence Contract* and the Dual Licence General Terms*.

1. SCOPE OF TARIFF

This tariff applies to performances of copyright music within the Repertoire Controlled by IMRO in motor coaches and minibuses.

2. DUAL COPYRIGHT MUSIC LICENCE CONTRACT

This tariff is incorporated into and forms an integral part of the Dual Licence Contract. A breach of any term or condition of this tariff shall constitute a breach of the Dual Licence Contract. In the event of any conflict between the constituent parts of the Dual Licence Contract, the descending order of precedence shall be as follows: (i) the main body of the Dual Licence Contract; (ii) this tariff; and (iii) the Dual Licence General Terms*.

3. ROYALTY RATES

The following rates apply to all Royalties falling due under this tariff between

1st January 2018 and 31st December 2018

2(a) For coaches equipped to give performances by means of radio, Record or tape player*, television, video monitor, or any combination of these:-

| Charge for performances | Higher Royalty rate € | Standard Royalty rate € |
|---|--------------------------|----------------------------|
| (i) Coach with more than 20 seats | 143.26 | 95.54 |
| (ii) Coach with between 10 and 20 seats | 95.54 | 63.65 |
| (iii) Coach or minibus with 9 seats or less | 63.65 | 42.45 |

* See Definitions

The minimum annual Royalty under this tariff is €74.41

4. HIGHER AND STANDARD ROYALTY RATES

- (i) All performances in the first Licence Year* will be charged at the Higher Royalty rate unless the user applies in writing for a licence before the music is performed.
- (ii) Any performances not declared are unauthorised and constitute **an infringement of copyright** and will be charged as unlicensed performances at the Higher Royalty Rate.
- (iii) Standard Royalty rates shall apply after the first Licence Year only if there is a valid Dual Licence Contract in place between IMRO and the Licensee.

5. INFLATION ADJUSTMENT

The forgoing Royalty rates are related to the Consumer Price Index of Retail Prices for mid-October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2019 and on each subsequent anniversary of that date in proportion to annual changes in that Index.

6. DEFINITIONS

Capitalised terms used but not defined in this tariff shall have the meaning set forth in the Dual Licence Contract.

“Dual Licence Contract” means the Dual Copyright Music Licence Contract between the Licensee, IMRO and PPI.

“Dual Licence General Terms” means the General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs.

“IMRO” means the Irish Music Rights Organisation CLG.

“Licence Year” means the first and each recurring 12 consecutive month period.

“Record or tape player” means any gramophone, tape or cassette player, CD player, or other mechanical contrivance for playing of music works. It does not include contrivances such as jukeboxes, capable of being operated by the insertion of a coin or token.

7. VALUE ADDED TAX

Every Licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the Royalty due under this tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the Royalty payable.



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STANDARD TARIFF MH

Introduced on 1st January 2016

Effective from 1st January 2018

To be read in conjunction with the Dual Licence Contract* and the Dual Licence General Terms*.

1. SCOPE OF TARIFF

This tariff applies to performances of copyright music within the Repertoire Controlled by IMRO when played by mechanical means attached to a telephone switchboard so as to be audible to incoming callers before they are connected to an internal extension.

2. DUAL COPYRIGHT MUSIC LICENCE CONTRACT

This tariff is incorporated into and forms an integral part of the Dual Licence Contract. A breach of any term or condition of this tariff shall constitute a breach of the Dual Licence Contract. In the event of any conflict between the constituent parts of the Dual Licence Contract, the descending order of precedence shall be as follows: (i) the main body of the Dual Licence Contract; (ii) this tariff; and (iii) the Dual Licence General Terms*.

3. ROYALTY RATES

The following rates apply to all Royalties falling due under this tariff between

1st January 2018 and 31st December 2018

* See Definitions

| Number of External Lines per Switchboard | Higher Royalty Rate | Standard Royalty rate |
|---|---------------------|-----------------------|
| | € | € |
| | Per annum | |
| 1 – 5 Lines | 145.07 | 96.74 |
| 6 – 15 Lines | 199.51 | 133.02 |
| Each 15 Lines thereafter (or part thereof) | 54.39 | 36.31 |
| The minimum annual Royalty under this tariff is: | 145.07 | 96.74 |

4. HIGHER AND STANDARD ROYALTY RATE

- (i) All performances in the first Licence Year* will be charged at the Higher Royalty rate unless the user applies in writing for a licence before the music is performed.
- (ii) Any performances not declared are unauthorised and constitute **an infringement of copyright** and will be charged as unlicensed performances at the Higher Royalty rate.
- (iii) Standard Royalty rates shall apply after the first Licence Year only if there is a valid Dual Licence Contract in place between IMRO and the Licensee.

5. INFLATION ADJUSTMENT

The foregoing Royalty rates are related to the Consumer Price Index of Retail Prices for mid-October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2019 and on each subsequent anniversary of that date in proportion to annual changes in that Index.

6. DEFINITIONS

Capitalised terms used but not defined in this tariff shall have the meaning set forth in the Dual Licence Contract.

“**Dual Licence Contract**” means the Dual Copyright Music Licence Contract between the Licensee, IMRO and PPI.

“**Dual Licence General Terms**” means the General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs.

“**IMRO**” means the Irish Music Rights Organisation CLG.

“**Licence Year**” means the first and each recurring 12 consecutive month period.

7. VALUE ADDED TAX

Every Licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the Royalty due under this tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the Royalty payable.



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STANDARD TARIFF PLVA

Introduced on 1st January 2016
Effective from 1st January 2018

To be read in conjunction with the Dual Licence Contract* and the Dual Licence General Terms*.

1. SCOPE OF TARIFF

In setting this tariff, IMRO has consulted with the Licensed Vintners Association, who represent the majority of users of music under this tariff. The tariff applies to performances of copyright music within the Repertoire Controlled by IMRO in bars, late bars and lounges in the City and County of Dublin, and in the postal districts of Bray and Greystones, but does not apply to such premises when they form part of a hotel or restaurant or nightclub.

2. DUAL COPYRIGHT MUSIC LICENCE CONTRACT

This tariff is incorporated into and forms an integral part of the Dual Licence Contract. A breach of any term or condition of this tariff shall constitute a breach of the Dual Licence Contract. In the event of any conflict between the constituent parts of the Dual Licence Contract, the descending order of precedence shall be as follows: (i) the main body of the Dual Licence Contract; (ii) this tariff; and (iii) the Dual Licence General Terms*.

3. ROYALTY RATES

The following rates apply to all Royalties falling due under this tariff between:

1st January 2018 and 31st Dec 2018

(a) Featured Music* (Live Music or Disco or Disco Club Music with or without a DJ)

Charge for Performances - Per Session*

| | Higher Royalty rate € | Standard Royalty rate € |
|-------------------------------------|-----------------------------|-------------------------------|
| Licensed Capacity not exceeding 100 | 21.68 | 14.40 |
| Licensed Capacity not exceeding 200 | 36.75 | 24.52 |
| Licensed Capacity not exceeding 300 | 51.62 | 34.40 |
| Licensed Capacity not exceeding 400 | 59.04 | 39.30 |

| | | |
|-------------------------------------|-------|-------|
| Licensed Capacity not exceeding 500 | 66.26 | 44.20 |
| Licensed Capacity not exceeding 600 | 73.46 | 49.01 |
| Licensed Capacity not exceeding 700 | 79.22 | 52.84 |
| Charge per 100 Capacity* thereafter | 4.40 | 2.95 |

Note 1: Where **live concerts with cover charges** take place this tariff will not apply. IMRO Standard Tariff LP will apply.

Note 2: The simultaneous or consecutive musical performances that take place in separate rooms in a premises are always separately assessable.

Note 3: Where a premises has a number of Sessions in any one day in one particular part of the premises, the Licensee can opt to be charged an all day Featured Music rate which will equate to two and a half times the per Session rates outlined in this paragraph 2(a).

(b) Background Music*

Charge for Performances - Per Annum

| Performances by means of | Higher Royalty rate € | Standard Royalty rate € |
|--|----------------------------------|------------------------------------|
| Tape, CD, MP3 player or any other electronic apparatus, either alone or with Radio and/or Television | 120.24 | 80.13 |
| Radio and/or Television alone | 100.56 | 67.04 |

for each unit of 20 seats or part thereof

4. HIGHER & STANDARD ROYALTY RATES

- (i) All performances in the first Licence Year* will be charged at the Higher Royalty rate unless the user applies in writing for a licence before the music is performed.
- (ii) Any performances not declared in advance of the performance are unauthorised and constitute **an infringement of copyright** and will be charged as unlicensed performances at the Higher Royalty rate.

5. OTHER MUSIC PERFORMANCES

Other music performances which are not covered under this tariff such as performances by means of jukeboxes, live music pay in events, etc. will be assessed under the appropriate IMRO tariffs.

6. PAYMENT DISCOUNT

6.1 A Licensee shall qualify for a 10% discount off the amount owing under this IMRO Standard Tariff PLVA provided:

- (i) in the case of a Licensee that uses Background Music only, that Licensee strictly complies with the terms of paragraph 6.2 below.
- (ii) In the case of a Licensee that uses Featured Music, with or without Background Music, that Licensee strictly complies with the terms of either paragraph 6.2 or 6.3 below.

6.2 A Licensee shall qualify for a 10% discount off the amount owing under this IMRO Standard Tariff PLVA provided the amount owing is paid in full within the Prompt Payment Period*.

If the Licensee notifies IMRO of changes to the intended performance particulars and IMRO issues a revised invoice, the Licensee must discharge the revised invoice within the Prompt Payment Period if it wishes to avail of the payment discount.

6.3 A Licensee shall qualify for a 10% discount off the amount owing under this IMRO Standard tariff PLVA provided:

- (i) In the case of a new Licensee, the amount owing is paid in full via six consecutive direct debit payments starting in the second month of the Licence Year; or
- (ii) In the case of an existing Licensee, the amount owing is paid in full via six consecutive direct debit payments starting latest the second month of the Licence Year.

The payment discount shall be applied against the last of the six direct debit payments for both new and existing licensees.

7 INFLATION ADJUSTMENT

The foregoing Royalty rates are related to the Consumer Price Index of Retail Prices for mid-October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2019 and on each subsequent anniversary of that date in proportion to annual changes in that Index.

8 DEFINITIONS

Capitalised terms used but not defined in this tariff shall have the meaning set forth in the Dual Licence Contract.

“Background music” means performances to add atmosphere by means of a record, CD, tape, or MP3 player (excluding juke boxes or video performances) or by means of a radio or television set or any other electronic apparatus operated on the premises, howsoever conveyed, and whether conveyed from within or from a source outside the premises.

“Capacity” means the maximum number of persons who may be admitted to the area of entertainment at any one time (assessed by reference to fire, health and safety regulations or, subject to IMRO’s final determination, in accordance with Paragraph 1.0.10 (a) of Section B1 of Building Regulations 2006 Technical Guidance Document B Fire Safety).

“Dual Licence Contract” means the Dual Copyright Music Licence Contract between the Licensee, IMRO and PPI.

“Dual Licence General Terms” means the General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs.

“Featured music” means: -

- (i) live music performed by performers of musical instruments and singers, whether or not they combine their performances with other activities such as dancing, and/or
- (ii) music performed by means of a record, tape, CD, or MP3 player or any other electronic apparatus, primarily intended for entertainment and/or dancing as distinct from Background music which is to add atmosphere. For the avoidance of doubt this includes but is not limited to disco club music (with or without a DJ).

“IMRO” means the Irish Music Rights Organisation CLG.

“Licence Year” means the first and each recurring 12 consecutive month period.

“Prompt Payment Period” means 30 days from the issue of the first invoice at the start of the Licence Year. For the avoidance of doubt, the Prompt Payment Period shall run from the date of issue of the first invoice in a given Licence Year only and not from the date of issue of any subsequent invoice.

“Session” shall mean an uninterrupted musical event, save for short intervals or breaks. Repeat performances of the same programme such as afternoon and evening sessions shall be deemed to be separate sessions.

9 VALUE ADDED TAX

Every Licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the Royalty due under this tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the Royalty payable.

10 PAYMENTS

Subject to paragraph 5 above, invoices are payable immediately on presentation.



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STANDARD TARIFF PVFI

Introduced on 1st January 2016
Effective from 1st January 2018

To be read in conjunction with the Dual Licence Contract* and the Dual Licence General Terms*.

1. SCOPE OF TARIFF

This tariff applies to performances of copyright music within the Repertoire Controlled by IMRO in bars, lounges, cabaret rooms and similar premises but does not apply to such premises when they form part of a hotel, disco or restaurant and nor does it apply to any distinct part of the premises being operated as an Off-Licence* when IMRO Standard Tariff RS shall apply. The tariff applies to all performances in premises outside of the areas represented by the Licensed Vintners' Association, to which the Standard Tariff PLVA applies (but see paragraph 11 re jukeboxes).

This tariff has been discussed with the Vintners' Federation of Ireland and does not include Licensees whose charges are currently calculated by reference to Standard Tariff HRNPD.

2. DUAL COPYRIGHT MUSIC LICENCE CONTRACT

This tariff is incorporated into and forms an integral part of the Dual Licence Contract. A breach of any term or condition of this tariff shall constitute a breach of the Dual Licence Contract. In the event of any conflict between the constituent parts of the Dual Licence Contract, the descending order of precedence shall be as follows: (i) the main body of the Dual Licence Contract; (ii) this tariff; and (iii) the Dual Licence General Terms*.

3. ROYALTY RATES

The following rates apply to all Royalties falling due under this tariff between

1st January 2018 and 31st December 2018

A. Rates for Electronic Apparatus:

* See Definitions

| | | Higher Royalty rate | Standard Royalty rate |
|-------|--|------------------------------------|--------------------------------------|
| | | € | € |
| (i) | Radio (with or without tape, CD or record deck) with built in speakers | 121.23 | 80.85 |
| (ii) | Television & Video | 97.00 | 64.66 |
| (iii) | For Background Music* Or | 291.03 | 194.02 |
| (iv) | a composite rate for (i), (ii) & (iii) above | 363.77 | 242.53 |

B. Other Music*

| (i) | Level of Annual Turnover* | Rate per Music Session | |
|-----|-----------------------------------|------------------------------------|--------------------------------------|
| | | Higher Royalty rate | Standard Royalty rate |
| | | € | € |
| | Under €190,500 | 14.57 | 9.70 |
| | €190,500 but less than €381,000 | 22.72 | 14.57 |
| | €381,000 but less than €635,000 | 29.09 | 19.38 |
| | €635,000 but less than €952,500 | 38.83 | 25.87 |
| | €952,500 but less than €1,270,000 | 48.52 | 32.31 |
| | €1,270,000 or more | 61.45 | 40.43 |

Note: Under this Paragraph B(i), if the Level of Annual Turnover of a Licensee includes turnover from the operation of an Off-Licence as distinct from that from the standalone operating of a bar, lounge, cabaret room or similar premises, then provided that IMRO is provided each year with a copy of an unexpired Publican's Licence alongside a certificate breaking down the Level of Annual Turnover between that arising from the operation of an Off-Licence and that arising from the distinct operating of a bar, lounge, cabaret room or similar premises, and such certificate is signed by the Licensee and certified to be a true and accurate breakdown of the Level of Annual Turnover, by a person who is qualified to be appointed as auditor of a company under Sec 187 of the Companies Act, 1990, then IMRO shall charge in line with the Level of Annual Turnover attributable to the operation of the bar, lounge, cabaret room or similar premises as certified.

Licensees are obliged, on request from IMRO to provide a copy of their most up to date Publicans Licence.

(ii) Where there is a charge for admission to any event which includes the use of copyright music, the Royalty per event shall be calculated as a percentage of

gross income from admission charges plus any other income received by the promoter or the Licensee in respect of the event e.g. sponsorships or other fees. The rates shall be: -

| Higher Royalty rate | Standard Royalty rate |
|----------------------------|------------------------------|
| 4.5% | 3% |

Note 1: This is subject to a minimum charge that corresponds to the Levels of Annual Turnover at B(i) above.

Note 2: Where Other Music is promoted in venues covered by this tariff with the venue simply renting out the facilities, this tariff may not apply to the Licensee. To avail of this exclusion, the Licensee shall notify IMRO in writing at least two weeks in advance of the concert/event and provide the name and address of the promoter.

The minimum annual Royalty under this tariff will be €64.66.

4. HIGHER AND STANDARD ROYALTY RATES

- (i) All performances in the first Licence Year* will be charged at the Higher Royalty rate unless the user applies in writing for a licence before the music is performed.
- (ii) Any performances not declared are unauthorised and constitute **an infringement of copyright** and will be charged as unlicensed performances at the Higher Royalty rate.
- (iii) Standard Royalty rates shall apply after the first Licence Year only if there is a valid Dual Licence Contract in place between IMRO and the Licensee.

5. PAYMENT TERMS

- (i) Payment of Royalties and VAT due under this tariff is due either on receipt of invoice or in cases where Royalties exceed €150.00 by means of a banker's direct debit completed at the time of the issuing of the Dual Licence Contract.
- (ii) Where Royalties are due for payment under Paragraph 2A only of this tariff, the payment by direct debit for Royalties due will be by four consecutive monthly direct debits commencing on the 15th day of the month of issue of the invoice.
- (iii) In all other instances, the payment by direct debit for Royalties due will be by way of eight consecutive monthly direct debits commencing on the 15th day of the month following the month of issue of the invoice in order to afford Licensees an opportunity to resolve bonafide disputes.

6. INFLATION ADJUSTMENT

The foregoing Royalty rates are related to the Consumer Price Index of Retail Prices for mid October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2019 and on each subsequent anniversary of that date in proportion to annual changes in that Index. This adjustment shall not be greater than 2% in any one year.

7. DEFINITIONS

Capitalised terms used but not defined in this tariff shall have the meaning set forth in the Dual Licence Contract.

“Background Music” means music which is relayed by electronic apparatus other than by radio and TV (as defined in 2A(i) and (ii) above), and does not include music played for the purpose of dancing or karaoke.

“Dual Licence Contract” means the Dual Copyright Music Licence Contract between the Licensee, IMRO and PPI.

“Dual Licence General Terms” means the General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs.

“IMRO” means the Irish Music Rights Organisation CLG.

“Level of Annual Turnover” refers to the Annual Turnover on which Publican Licence Duty is paid.

“Licence Year” means the first and each recurring 12 consecutive month period.

“Off-Licence” means a separate premises or distinct part of a Public House that has its own off-street entrance, and that is used solely by the Licensee for the retail selling of alcoholic beverages for consumption off the premises.

“Other Music” means music performed by means of live performers and/or electronic apparatus (excluding radios and TV’s) where the electronic music is used for the purposes of dancing or where a DJ is employed. This includes music performed in bars and lounges which are open for an extra hour or longer outside the current ordinary seven-day licensed hours.

Any disagreement on the definition and the categorisation of music under the definitions can be referred to the Arbitration Committee.

8. VALUE ADDED TAX

Every Licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the Royalty due under this tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the Royalty payable.

9. ARBITRATION

In the event of a dispute arising between IMRO and a VFI member, such a dispute may be referred to the IMRO/VFI Arbitration Committee.

The IMRO/VFI Arbitration Committee shall consist of an independent Chairman and two other members, one from IMRO and the other from the VFI.

If a dispute is referred to the IMRO/VFI Arbitration Committee the Chairman shall give such directions as he or she considers will ensure a fair and orderly hearing and determination of the dispute.

10. TRADITIONAL MUSIC (i.e. public domain)

Irish traditional music in the public domain is exempt from this tariff. Playing of copyright music within the Repertoire Controlled by IMRO will incur the full tariff. Where there is a dispute as to whether the music at the session or venue is Irish traditional music, the matter can be referred to the Arbitration Committee.

11. JUKEBOXES

Copyright music within the Repertoire Controlled by IMRO performed by audio or visual jukeboxes is not covered by this tariff (see Tariff JB).



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STANDARD TARIFF RS

Introduced on 1st January 2016
Effective from 1st January 2018

To be read in conjunction with the Dual Licence Contract* and the Dual Licence General Terms*.

1. SCOPE OF TARIFF

This tariff applies to performances of copyright music within the Repertoire Controlled by IMRO at

- (i) retail shops and stores, motor, caravan and boat showrooms, wholesale warehouses and furniture and carpet showrooms, and
- (ii) for Background Music* purposes in any concourse, mall, walkway, circulating area, or other part of a shopping centre, precinct, or similar complex open only to pedestrian traffic.

2. DUAL COPYRIGHT MUSIC LICENCE CONTRACT

This tariff is incorporated into and forms an integral part of the Dual Licence Contract. A breach of any term or condition of this tariff shall constitute a breach of the Dual Licence Contract. In the event of any conflict between the constituent parts of the Dual Licence Contract, the descending order of precedence shall be as follows: (i) the main body of the Dual Licence Contract; (ii) this tariff; and (iii) the Dual Licence General Terms*.

3. ROYALTY RATES

The following rates apply to all Royalties falling due under this tariff between

1st Jan 2018 and 31st December 2018

3.1 FOR MUSIC USE UNDER PARAGRAPH 1 (i)

3.1.1 The **annual Royalty** charge for performances of Background Music* is calculated as follows: -

* See Definitions

| | Higher Royalty rate | Standard Royalty rate € |
|--|---------------------------|-------------------------------|
| | € | |
| Shop space* in M² | | |
| Up to 100 | 216.93 | 144.42 |
| 101 – 200 | 322.26 | 214.82 |
| 201 – 300 | 430.69 | 287.17 |
| 301 – 500 | 539.16 | 359.44 |
| 501 – 750 | 641.27 | 427.53 |
| 751 – 1000 | 749.68 | 499.81 |
| 1001 – 1250 | 858.19 | 572.12 |
| 1251 – 1500 | 973.06 | 648.68 |
| 1501 – 1750 | 1,071.95 | 714.59 |
| 1751 – 2000 | 1,180.41 | 786.94 |
| 2001 – 2500 | 1,285.71 | 857.09 |
| 2501 – 3000 | 1,394.17 | 929.42 |
| 3001 – 3500 | 1,502.63 | 1,001.78 |
| 3501 – 4000 | 1,611.10 | 1,074.06 |
| 4001 – 4500 | 1,716.37 | 1,144.25 |
| 4501 – 5000 | 1,824.85 | 1,216.58 |
| 5001 – 6000 | 1,930.06 | 1,286.73 |
| 6001 – 7000 | 2,035.40 | 1,356.94 |
| 7001 – 8000 | 2,143.88 | 1,429.25 |
| 8001 – 9000 | 2,252.33 | 1,501.53 |
| 9001 – 10000 | 2,357.58 | 1,571.78 |
| For each additional 1000m ² (or part thereof) | 108.48 | 72.33 |
| 3.1.2 | | |
| Where the sole means of performance is a single portable transistor radio without amplifiers, or a single television receiver with a screen no greater than 26", excluding performances of music television | | |
| The annual Royalty is | 143.61 | 95.72 |
| 3.1.3 | | |
| Where performances take place in areas used as motor, caravan or boat showrooms, warehouses used for the display and sale of goods by wholesalers to retailers and other similar bulk buyers, and in furniture and carpet showrooms, the actual Shop Space may be reduced by 30% for Royalty calculation purposes. | | |

* See Definitions

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| | Higher Royalty rate | Standard Royalty rate € |
|--|---------------------------|-------------------------------|
| | € | |
| 3.1.4 | | |
| Where the sole means of performance is by a radio or other audio or audio visual equipment (other than those referred to in 3.1.2 above) which is for sale on the premises and the performances are bona fide given for the purpose of demonstrating that equipment at or near the point of sale, the applicable Royalty is reduced by 30%. This does not apply where the performances are by means of discs, tapes or other recordings where those goods are also for sale or hire on the premises. | | |
| 3.2 PAVEMENT MUSIC* | | |
| For each loud-speaker or other apparatus the annual Royalty is | 63.80 | 42.55 |
| 3.3 FATHER CHRISTMAS SHOWS, MANNEQUIN AND FASHION SHOWS etc | | |
| For performances at events such as Father Christmas shows, Christmas toy bazaars and similar attractions and mannequin, dress and other fashion shows, the daily Royalty is | 63.80 | 42.55 |
| 3.4 MINIMUM ROYALTY PAYMENT | | |
| With the exception of performances covered under paragraph 3.1.2., the Royalties payable under this Paragraph 3 are subject to the following minimum annual Royalties : - | | |
| 3.4.1 Performances by means of an audio jukebox | 305.28 | 202.11 |
| 3.4.2. Performances by means of a video jukebox | 406.07 | 270.70 |
| 3.4.3 All other performances | 191.40 | 127.61 |

4. FOR MUSIC USE UNDER PARAGRAPH 1 (ii)

Royalties under this Paragraph are calculated by reference to the Audible Area* as follows: -

| | Higher Royalty rate € | Standard Royalty rate € |
|---|-----------------------------|-------------------------------|
| For each unit of 100 m ² or part thereof, up to 1,000 m ² | 81.57 | 54.39 |
| For each additional unit of 500 m ² or part thereof, up to a total area of 5,000 m ² | 326.12 | 216.22 |
| For each additional unit of 500 m ² or part thereof, up to a total area of 10,000 m ² | 244.61 | 163.04 |
| For each additional unit of 500 m ² over 10,000 m ² | 202.14 | 134.78 |
| The Minimum annual Royalty under this Paragraph 4 is: | | 82.63 |

5. HIGHER AND STANDARD ROYALTY RATES

- (i) All performances in the first Licence Year* will be charged at the Higher Royalty rate unless the user applies in writing for a licence before the music is performed.
- (ii) Any performances not declared are unauthorised and constitute **an infringement of copyright** and will be charged as unlicensed performances at the Higher Royalty rate.
- (iii) Standard Royalty rates shall apply after the first Licence Year only if there is a valid Dual Licence Contract in place between IMRO and the Licensee.

6. INFLATION ADJUSTMENT

The foregoing Royalty rates are related to the Consumer Price Index of Retail Prices for mid-October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2019 and on each subsequent anniversary of that date in proportion to annual changes in that Index.

7. DEFINITIONS

Capitalised terms used but not defined in this tariff shall have the meaning set forth in the Dual Licence Contract.

“Audible Area” means the floor area measured from wall to wall of the whole of that part of the premises to which the public are admitted and in which the music is audible.

“Background Music” means performances by means of a record and/or CD/tape player (excluding jukeboxes or video performances) or by means of a radio or

television set operated on the premises or by diffusion through a loudspeaker, however conveyed, from another part of the premises or from a source outside the premises.

“Dual Licence Contract” means the Dual Copyright Music Licence Contract between the Licensee, IMRO and PPI.

“Dual Licence General Terms” means the General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs.

“IMRO” means the Irish Music Rights Organisation CLG.

“Licence Year” means the first and each recurring 12 consecutive month period.

“Pavement Music” means music performed by means of a loud-speaker or other apparatus installed outside the individual shop but controlled from within.

“Shop Space” means the floor area measured from wall to wall of the whole or part of that part of the premises to which the public are admitted and in which the music is audible.

8. VALUE ADDED TAX

Every Licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the Royalty due under this tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the Royalty payable.



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STANDARD TARIFF SP

Introduced on 1st January 2016
Effective from 1st January 2018

To be read in conjunction with the Dual Licence Contract* and the Dual Licence General Terms*.

1. SCOPE OF TARIFF

This tariff applies to performances of copyright music within the Repertoire Controlled by IMRO at small premises, such as doctors' and dentists' waiting rooms and hairdressing establishments, which are not specifically assessable under any of IMRO's other tariffs.

2. DUAL COPYRIGHT MUSIC LICENCE CONTRACT

This tariff is incorporated into and forms an integral part of the Dual Licence Contract. A breach of any term or condition of this tariff shall constitute a breach of the Dual Licence Contract. In the event of any conflict between the constituent parts of the Dual Licence Contract, the descending order of precedence shall be as follows: (i) the main body of the Dual Licence Contract; (ii) this tariff; and (iii) the Dual Licence General Terms*.

3. ROYALTY RATES

The following rates apply to all Royalties falling due under this tariff between

1st January 2018 and 31st December 2018

Background Music* performed by mechanical means

| Area of Music Audibility* not exceeding: | Higher Royalty rate € | Standard Royalty rate € |
|--|--------------------------|----------------------------|
| (i) 50 m ² | 158.66 | 105.76 |
| (ii) for each additional 10m ² or part thereof: | 31.76 | 21.15 |

Where the only music in a premises is provided by a single speaker transistor, **without** amplifiers, then the Royalty shall be:

105.76

70.54

The minimum annual Royalty under this tariff is €70.54.

4. HIGHER AND STANDARD ROYALTY RATES

- (i) All performances in the first Licence Year* will be charged at the Higher Royalty rate unless the user applies in writing for a licence before the music is performed.
- (ii) Any performances not declared in advance of the performance are unauthorised and constitute **an infringement of copyright** and will be charged as unlicensed performances at the Higher Royalty rate.
- (iii) Standard Royalty rates shall apply after the first Licence Year only if there is a valid Dual Licence Contract in place between IMRO and the Licensee.

5. INFLATION ADJUSTMENT

The foregoing Royalty rates are related to the Consumer Price Index of retail Prices for mid-October 2017 (on the November 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on the 1st January 2019 and on each subsequent anniversary of that date in proportion to annual changes in that Index.

6. DEFINITIONS

Capitalised terms used but not defined in this tariff shall have the meaning set forth in the Dual Licence Contract.

“Area of Music Audibility” means the floor area measured from wall to wall of the whole of that part of the premises to which the public are admitted and in which the music is audible.

“Background Music” means performances by means of a record and/or CD/tape player (excluding jukeboxes or video performances) or by means of a radio or television set operated on the premises or by diffusion through a loudspeaker, however conveyed, from another part of the premises or from a source outside the premises.

“Dual Licence Contract” means the Dual Copyright Music Licence Contract between the Licensee, IMRO and PPI.

“Dual Licence General Terms” means the General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs.

“IMRO” means the Irish Music Rights Organisation CLG.

“Licence Year” means the first and each recurring 12 consecutive month period.

7. VALUE ADDED TAX

Every Licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the Royalty due under this tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the Royalty payable.