



PPI

PART A

2023

DUAL COPYRIGHT MUSIC LICENCE CONTRACT

Account Number

Licensee Name	Premises Name
Licensee Address	Premises Address
CRO No:	
Mobile Phone No:	Email:
Additional Telephone No:	Contact Person:
Royalties due for the first Licence Year (see Schedule 1 for detailed calculation)	
IMRO Royalties (excluding VAT): €	
PPI Royalties (excluding VAT): €	
Total Royalties (excluding VAT): €	
Total Royalties including VAT at current (subject to variation) Standard Rate: €	
Term commencement date:	

Part A: INTRODUCTION

1. BACKGROUND

Irish Music Rights Organisation CLG ("IMRO") and Phonographic Performance (Ireland) CLG ("PPI") provide services to the owners of copyright music and provide for the licensing of copyright in musical works and sound recordings respectively. Each of IMRO and PPI wish to grant the licensee specified above (the "Licensee") a licence for the use of the musical works (in the case of IMRO) and sound recordings (in the case of PPI) (together, "Copyright Music") in their respective repertoires at the Licensee's premises specified above (the "Premises").

2. STRUCTURE

- 2.1 **Part B** sets out the licence granted by IMRO. **Part C** sets out the licence granted by PPI which IMRO administers acting in its capacity as PPI's agent. **Part D** sets out the common operating terms and conditions applicable to both licence grants. The Licensee acknowledges and agrees that: (i) the benefit of certain provisions of this Dual Licence Contract are intended to benefit IMRO and PPI; (ii) PPI shall be entitled to enforce the relevant provisions that apply to the PPI licence against the Licensee in its own right; and (iii) IMRO is entering into this Dual Licence Contract both in its own right, and as agent for and on behalf of PPI.
- 2.2 The General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs (the "Dual Licence General Terms"), together with the terms and conditions of the applicable IMRO tariffs and PPI tariffs, all of which are subject to change from time-to-time, are hereby deemed to be incorporated into and form an integral part hereof, all of which collectively constitute the "Dual Licence Contract". Nothing herein shall restrict the Licensee's rights under the Copyright and Related Rights Act 2000. Any capitalised terms used but not defined herein, shall have the applicable meaning set forth in the Dual Licence General Terms, IMRO tariff or PPI tariff, all of which are available at <http://www.imro.ie/duallicence> or upon request from IMRO.

Part B: IMRO LICENCE

3. Subject to the terms and conditions of this Dual Licence Contract, IMRO grants the Licensee during the Term (as defined below) a non-assignable licence authorising the public performance at the Premises of any and every musical work (including any words associated with each such work) in the Repertoire Controlled by IMRO. IMRO reserves all rights not expressly granted in this Dual Licence Contract and the Licensee agrees that there are no implied rights or terms. "Repertoire Controlled by IMRO" means any and all 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 at any given time.

Part C: PPI LICENCE

4. Subject to the terms and conditions of this Dual Licence Contract, PPI grants the Licensee during the Term (as defined below) a non-assignable licence authorising the public performance at the Premises of any and every

recording in the Repertoire Controlled by PPI. PPI reserves all rights not expressly granted in this Dual Licence Contract and the Licensee agrees that there are no implied rights or terms. "Repertoire Controlled by PPI" means any and all sound recordings in which rights to perform publicly and to authorise others to do the same are vested in PPI at any given time.

Part D: COMMON OPERATING TERMS AND CONDITIONS

5. TERM

- 5.1 The parties are deemed to have entered into this Dual Licence Contract as of the date on which it is signed by an authorised representative of IMRO.
- 5.2 This Dual Licence Contract shall remain in effect for consecutive annual Licence Years as further specified in section 6.2 below (collectively, the "Term"). The Term shall commence on the date indicated at the top of the first page of this Dual Licence Contract.
- 5.3 Except as may be otherwise expressly agreed by an authorised representative of IMRO in writing, this Dual Licence Contract supersedes all previous licence contracts and / or other agreements between the Licensee and each of IMRO and PPI relating to the subject matter hereof.
- 5.4 Notwithstanding section 5.3 above, if upon the commencement of the Term, royalty payments and / or other performance obligations of the Licensee are outstanding under any existing licence or contract as applicable, the Licensee shall continue to be liable to IMRO and / or PPI in respect of all such royalties and / or other outstanding performance obligations notwithstanding the commencement of the Term. Nothing in this Dual Licence Contract is intended or shall be interpreted as constituting a waiver by IMRO or PPI of their rights to enforce their respective pre-existing rights against the Licensee.

6. CALCULATION AND PAYMENT OF ROYALTIES

- 6.1 As consideration for the IMRO licence and PPI licence granted under this Dual Licence Contract, the Licensee shall pay to IMRO both the IMRO royalties and the PPI royalties (the "Royalties") calculated in accordance with the IMRO tariffs and PPI tariffs in effect on the first day of the Licence Year, as applied in each case to the Performance Particulars as updated from time-to-time pursuant to section 8 below.
- 6.2 Royalties are payable for recurring twelve (12) consecutive month periods (each a "Licence Year"). The first Licence Year commences on the first day of the Term, with each subsequent Licence Year commencing on the anniversary of such date (each, a "Renewal Date"). All Royalties are due and payable on the first day of each Licence Year. Subject to section 6.1, the Royalties payable for the first Licence Year are set forth above on the first page of this Dual Licence Contract.
- 6.3 If the Licensee has permanently ceased to trade or has disposed of the Premises to which this Dual Licence Contract relates and has notified IMRO of such change in Performance Particulars pursuant to section 8.2, a credit in respect of the applicable portion of the Unit Royalties may be provided as specified in this Dual Licence Contract. However, Annual Royalties are non-refundable in all circumstances.

Part D: COMMON OPERATING TERMS AND CONDITIONS Continued

7. CHANGES IN TARIFFS

IMRO or PPI as appropriate, shall notify the Licensee of any revision made to the IMRO tariffs or PPI tariffs (excluding CPI inflation adjustments as set forth in the relevant tariff) in accordance with the Dual Licence General Terms.

8. PERFORMANCE PARTICULARS

- 8.1 At the commencement of the Term, the performances of musical works and sound recordings contemplated by the Licensee for the first Licence Year are set out in Schedule 1 (the "Performance Particulars"). The Performance Particulars will be varied from time-to-time to reflect the actual performances at the Premises during the Term as further specified below in this section 8.
- 8.2 The Licensee is required to notify IMRO in writing of any changes in the Performance Particulars within thirty (30) days of each change, and in any event, not more than (30) days after each Renewal Date. This notice must include sufficient information to enable IMRO to verify the change and to assess whether an adjustment to the Royalties is required. The Licensee shall provide IMRO with such additional information as IMRO may reasonably require in order to confirm whether an adjustment to the Royalties is required. IMRO shall review the notified change in the Performance Particulars and shall, as soon as reasonably practical, notify the Licensee of any adjustment to the Royalties. Failure by the Licensee to provide sufficient proof of the change in the declared Performance Particulars that entitles the Licensee to a reduction in Royalties, within the specified time limit will result in the Licensee being required to pay the Royalties as invoiced at the start of the relevant Licence Year. A declaration form is available at <http://www.imro.ie/duallicence> or upon request from IMRO. IMRO shall be under no obligation to make any adjustment to the Royalties payable following a change in Performance Particulars where the Licensee has failed to notify IMRO of such change in accordance with the requirements of this section 8.2.
- 8.3 Any adjustment to the Royalties following a change in Performance Particulars shall be made at the sole discretion of IMRO. Any adjustment to a Unit Royalty shall take effect from the date of change in Performance Particulars, or if the reason for the change in Performance Particulars is that the Licensee has permanently 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; provided however, that in neither case shall such adjustment be backdated more than 12 months from the date of the Licensee's notification of the relevant change in Performance Particulars under section 8.2 above. Any such adjustment which has been approved by IMRO in accordance with the terms of this section 8, shall be reflected in a credit note or revised/supplemental invoice issued to the Licensee within a reasonable period following IMRO's verification of the relevant change(s) in Performance Particulars.
- 8.4 Where a change in the Performance Particulars has come to IMRO's attention, IMRO shall update the Performance Particulars to reflect the actual use of Copyright Music at the Premises.
- 8.5 If the Premises shall be temporarily or permanently used for any other performance(s) different in number or type from the Performance Particulars, the Royalties payable for such undeclared performances shall for such Licence Year, be charged at the relevant Royalty rate(s) set forth in the applicable tariff and the Licensee shall immediately pay IMRO any such additional Royalties due.

11. ACCEPTANCE OF TERMS

By signing (whether by hand, electronically or otherwise) this Dual Licence Contract, the Licensee hereby expressly confirms that it has accessed, reviewed, understands and agrees to be bound by the terms and conditions contained in the main body of this Dual Licence Contract, the Dual Licence General Terms, the IMRO tariff(s) and the PPI tariff(s).

SIGNED ON BEHALF OF THE LICENSEE BY

(indicate office held by signatory by ticking ONE of the following) Proprietor ☐ Company Secretary ☐ Director ☐

FULL NAME OF SIGNATORY
(in Block Capitals)

Signed by IRISH MUSIC RIGHTS ORGANISATION CLG
for and on behalf of IMRO and PPI

(Authorised Signatory)

Date signed by IMRO

THIS DUAL LICENCE CONTRACT, OR IMRO'S ACTION IN SENDING IT TO THE LICENSEE, SHALL NOT CONSTITUTE A BINDING CONTRACT OR LICENCE (EXPRESS OR IMPLIED) UNTIL IT HAS BEEN SIGNED BY AN AUTHORISED REPRESENTATIVE OF IMRO AT IMRO'S HEAD OFFICE IN DUBLIN.

- 8.6 Each time the Performance Particulars are updated for any reason, Schedule 1 shall automatically be deemed to be amended to reflect such updates.

9. TERMINATION

Notwithstanding section 5.2 above, this Dual Licence Contract may be terminated as follows:

- 9.1 Either party may terminate this Dual Licence Contract by giving not less than thirty (30) days' prior written notice to the other party (by registered post).
- 9.2 If the Licensee fails to pay any Royalty due under this Dual Licence Contract or otherwise breaches any term or condition of this Dual Licence Contract, and then fails to pay the Royalty or otherwise rectify the breach within fourteen (14) days from the date of a written demand from IMRO for payment or other compliance as the case may be, then IMRO may immediately terminate this Dual Licence Contract by giving written notice to the Licensee.
- 9.3 This Dual Licence Contract shall automatically terminate upon the occurrence of any of the following: (i) the Licensee enters into liquidation, whether compulsory or voluntary (except for the purposes of a reconstruction or amalgamation) or, as appropriate, is declared bankrupt; or (ii) if an encumbrancer takes possession of, or a receiver (or an administrator as appropriate) is appointed over any of the property or assets of the Licensee or if any similar action in consequence of debt is taken against or suffered by the Licensee; or (iii) if an examiner is appointed to the Licensee or the Licensee otherwise enters into examinership; or (iv) if the Licensee, by virtue of section 570 of the Companies Act 2014, is deemed to be unable to pay its debts; or (v) if the Licensee takes, or seeks to take, advantage of any law relating to insolvency.
- 9.4 Upon the termination of this Dual Licence Contract for any reason: (i) the licences granted hereunder shall immediately terminate and any further use of Copyright Music at the Premises shall be unlicensed and shall constitute copyright infringement; (ii) no adjustment shall be made to any Annual Royalty; (iii) Unit Royalties will be adjusted on a prorated basis up to the date of termination; (iv) all outstanding Royalties due shall become immediately payable; and (v) except as expressly set forth in this Dual Licence Contract, the Licensee shall not be entitled to any credit or refund in respect of Royalties already paid.
10. DATA PROTECTION & MARKETING COMMUNICATIONS

Please review the section entitled 'Data Protection' in the Dual Licence General Terms, which explains how IMRO uses personal data both on its own behalf and as agent on behalf of PPI.

If you wish to receive IMRO marketing information
and promotional emails please tick this box ☐

If you wish to receive PPI marketing information
and promotional emails please tick this box ☐

However, this does not affect our right to communicate
with you via email or otherwise for purposes of this
Dual Licence Contract.

For further information on the data we collect and process please see our
General Terms and Conditions applicable to the Dual Copyright Music Licence
Contract and related IMRO and PPI Tariffs and our privacy policy at
www.imro.ie/privacy-statement/

SCHEDULE 1

PERFORMANCE PARTICULARS AND ROYALTY CALCULATIONS FOR FIRST LICENCE YEAR*

MUSIC COPYRIGHT

SOUND RECORDING COPYRIGHT

PPI Total Royalties (Excluding VAT)

*The Royalties specified in this Schedule are subject to adjustment as set forth in section 6.1 of this Dual Licence Contract.



PPI

PART B

2023

THE DUAL MUSIC LICENCE

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

1 January 2019



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 www.imro.ie/music-users/imro-ppi-tariffs/ or upon request from IMRO. The PPI tariffs are published through the Patents Office and may be obtained at www.ppimusic.ie and www.imro.ie/music-users/imro-ppi-tariffs/ 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 Contact. If the information provided is inaccurate and leads to the Licensee being undercharged in respect of IMRO royalties, the IMRO Higher Royalty tariff for all undeclared performances (if applicable) will apply to the undeclared music usage.

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 subject”, “joint controller”, “data controller”, “personal data” and “processing” have the meanings ascribed to them in the Data Protection Acts 1988 to 2018 (as amended, superseded or replaced from time to time) and the General Data Protection Regulation (together referred to herein as 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. For the purposes of the DPA:

- IMRO is the data controller where it processes personal data on its own behalf as data controller for its own business purposes in relation 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 is joint controller with PPI in respect of personal data for which the means and purpose of processing is jointly determined by IMRO and PPI;
 - IMRO acts as the Data Processor in its capacity as agent for PPI (and on behalf of PPI as data controller) where it processes 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 collect and processes this data to manage and administer the relationship between the Licensee on the one hand and, IMRO and PPI on the other.

The legal grounds for collecting your personal data are:

- to enable IMRO and PPI perform the Dual Licence Contract with you;
- to comply with IMRO and PPI’s obligations as registered Licensing Bodies under the Copyright and Related Rights Acts;
- to carry out IMRO and PPI’s obligations as Collective Management Organisations under the European Union (Collective Rights Management) (Directive 2014/26/EU) Regulations 2016;

- to enable IMRO to perform its contractual obligations as agent for PPI;
- to further IMRO and PPI's legitimate business interests where appropriate and where such interests are not overridden by your interests or fundamental rights and freedoms.

If you do not provide the personal data which we need or help us keep your data up to date when requested, we may not be in a position to enter into/fulfil this Dual Licence Contract. As a result, you will not be in a position to use copyright music in your business.

- (d) IMRO and PPI do not transfer your personal data outside the EEA.
- (e) The time periods for which IMRO and PPI retain your Personal Data depend on the purposes for which IMRO and PPI use it. IMRO and PPI will keep your Personal Data for no longer than is required or permitted. In the case of this Dual Music Dual Licence Contract the data will be held by IMRO and PPI for the duration of your licence and for a further six years thereafter, to reflect the six year statute of limitations for contractual claims in Ireland. A copy of our Data Retention Policies is available on request.
- (f) You have the following rights in relation to your Personal data which is held by IMRO or PPI ("we" and "us"):
 - the right to access the personal data we hold about you;
 - the right to require us to rectify any inaccurate personal data about you without undue delay;

- the right to have us erase any personal data we hold about you in circumstances such as where it is no longer necessary for us to hold the information for your use of our services;
- if you have given and now wish to withdraw your consent to the processing;
- the right to object to us processing personal data about you for direct marketing;
- the right to ask us to provide your information to you in a portable format or, where technically feasible, for us to port that information to another service provider provided it does not result in a disclosure of personal data relating to other people;
- the right to request a restriction of the processing of your personal data; and
- the right to lodge a complaint with the Data Protection Commissioner.

Where our processing of your personal data is based on your consent to such processing, you have the right to withdraw that consent at any time but any processing that we have carried out before you withdrew your consent remains lawful.

If you wish to avail of these rights, a request must be submitted in writing to IMRO at dpo@imro.ie or to PPI at GDPR@ppimusic.ie. In order to protect your privacy, you may be asked to provide suitable proof of identification before IMRO and/or PPI can process your request.

For further information on the data IMRO and PPI collect and process please see IMRO's privacy statement at www.imro.ie/privacy-statement and PPI's privacy policy at www.ppimusic.ie/about-ppi/privacy-policy-Licensees.

Information on IMRO's Data Protection Officer (DPO) is available on request and IMRO's DPO may be contacted at dpo@imro.ie. Information on PPI's Data Protection Contact is available on request from PPI and PPI's Data Protection Contact may be contacted at GDPR@ppimusic.ie.

- (g) IMRO (and PPI) may also use personal data to respond to any queries or other communications that the Licensee submits to IMRO (or PPI), to notify the Licensee about changes to the IMRO tariffs or PPI tariffs, and for direct marketing purposes where the Licensee has opted in to receive information in relation to our services and our organisation.
- (h) The IMRO Privacy Statement (which is available on IMRO's website at www.imro.ie/privacy-statement 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/about-ppi/privacy-policy-Licensees) provides details on how PPI uses Licensee personal data. These Privacy Statements, as amended from time to time, are hereby incorporated into this Dual Licence Contract and form an integral part of it, so please read and familiarise yourself with their terms.

- (i) 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 CLG, Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2 or by email to dpo@imro.ie, in each case marked for the attention of the Data Protection Officer - IMRO.
- (j) Please direct any questions regarding PPI's processing of personal data to PPI at 63 Patrick Street, Dun Laoghaire, Co Dublin or by email to GDPR@ppimusic.ie, in each case marked for the attention of the Data Protection Contact - PPI.

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 authorised 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.

More Information

Please visit our
Dual Licence website at
www.imro.ie/duallicence or
contact our Customer
Services Team at 1800 661 030
or email customerfirst@imro.ie
and we will be happy to
answer your queries.

Web
www.imro.ie/duallicence

Phone
1800 661 030

Email
customerfirst@imro.ie



PPI

PART C

2023

Section 38 of the Copyright and Related Rights Act 2000

Section 38 of the Copyright and Related Rights Act 2000 governs Phonographic Performance (Ireland) Company Limited by Guarantee (PPI). It provides that a person may play a sound recording in public (this includes recorded music played via radio, TV, CD's ipod, MP3 Player, Laptop, digital music system, internet streaming or any other means) provided that they:-

- Give notice to PPI that they intend to do so
- Pay the appropriate PPI tariff
- Comply with any reasonable requests for information from PPI to enable it to calculate and manage payments

If a person does not agree with the PPI tariff they can still play music PROVIDED they pay whatever they consider to be reasonable at intervals of not less than three months in arrears AND give notice to the Controller of Patents Designs and Trademarks (The Controller):-

- That they intend to play recordings in public
- That they dispute the PPI tariff or any condition imposed by PPI or that they dispute whether any information requested by PPI is reasonable and
- Inform the Controller of the amount that they are paying to PPI which they consider to be reasonable

AND apply to the Controller for a determination of the matter(s) in dispute.



PPI

PART D

2023

D- Tariffs

PART I: PUBLIC PERFORMANCE – AUDIO

This section contains tariffs for licensing the public performance of sound recordings in various types of premises and locations to which the public and/or staff have access.

- 0 5% Dual Music Licence Discount**
- 1 SINGLE & CASUAL EVENTS**
- 2 SPECIALLY FEATURED ENTERTAINMENT -
COMMERCIAL DISCOTHEQUES & NIGHTCLUBS**
- 2A SPECIALLY FEATURED ENTERTAINMENT -
(1) LATE BARS AND
(2) COMMERCIAL DISCOTHEQUES & NIGHTCLUBS OPERATING WITH A
THEATRE LICENCE**
- 2B SPECIALLY FEATURED ENTERTAINMENT -
VENUES OPERATING OUTSIDE NORMAL LICENSING HOURS WITH
SPECIAL EXEMPTION ORDERS (SPECIAL EVENTS)**
- 2C SPECIALLY FEATURED ENTERTAINMENT -
VENUES OPERATING OUTSIDE NORMAL LICENSING HOURS WITH A
SPECIAL RESTAURANT LICENCE**
- 2D SPECIALLY FEATURED ENTERTAINMENT -
VENUES OPERATING DURING NORMAL LICENSING HOURS**
- 3 SPECIALLY FEATURED ENTERTAINMENT -
DJ / RECORDED MUSIC SETS AT INVITATION-ONLY / TICKET-ONLY EVENTS**
- 4 SPECIALLY FEATURED ENTERTAINMENT -
DJ / RECORDED MUSIC SETS AT INVITATION-ONLY / TICKET-ONLY EVENTS HELD
IN IHF MEMBERS' HOTELS**
- 5 OUTDOOR MOBILE FUNFAIRS AND AMUSEMENTS**
- 6 DANCE TEACHERS / DANCE STUDIOS**

INDEX TO TARIFFS contd.

- 7 RETAIL PREMISES (SHOPS) AND RETAIL FINANCIAL INSTITUTIONS
- 7A RETAIL PREMISES (SHOPS) AND RETAIL FINANCIAL INSTITUTIONS (MULTIPLE SITES, SUBJECT TO CONDITIONS)
- 8 FITNESS CLASSES
- 9 SHOPPING CENTRES & SHOPPING AREAS INCLUDING INDOOR AND OUTDOOR, COVERED AND UNCOVERED
- 10 STREET/OUTDOOR SPEAKERS
- 11 SALONS (HAIRDRESSING / BEAUTY / TANNING), BARBERS AND NAIL BARS
- 12 CLUBS (SNOOKER / GOLF / HEALTH / SPORTS etc.), COMMUNITY HALLS, PARISH HALLS, EXCLUDING CASINOS
- 13 HOTEL BARS & PUBLIC HOUSES
- 14 RESTAURANTS & CAFES
- 14A RESTAURANTS & CAFES USING TRADITIONAL RADIO AND/OR TRADITIONAL TV
- 15 FURNITURE, WHITE GOODS, HARDWARE & DIY STORES, GARDEN CENTRES & CAR SHOWROOMS (OVER 500 SQUARE METRES)
- 16 CASINOS / AMUSEMENT ARCADES / BOWLING CENTRES
- 17 GUEST BEDROOMS IN NON-IHF MEMBERS' PREMISES
- 18 WATER PARKS / SWIMMING POOLS
- 19 GUEST BEDROOMS IN IHF MEMBERS' PREMISES
- 20 ICE SKATING RINKS
- 21 PUBLIC CAR PARKS
- 22 SPORTS STADIA (FOOTBALL GROUNDS / GREYHOUND TRACKS etc.)
- 23 TELEPHONE SYSTEMS WITH MUSIC ON "HOLD"
- 24 (1) WORKPLACES INCLUDING FACTORIES AND OFFICES
(2) STAFF BREAK ROOMS AND CANTEENS NOT OPEN TO THE PUBLIC AND NOT OUTSOURCED
- 25 BUSES & COACHES
- 26 AIRCRAFT

INDEX TO TARIFFS contd.

27	WAITING ROOMS
28	EXHIBITIONS
29	Not used
30	MUSEUMS / MUNICIPAL ART GALLERIES
31	Not used
32	CINEMAS (INDOOR & OUTDOOR)
33	TRANSPORT HUBS INCLUDING BUT NOT LIMITED TO AIRPORTS, FERRY PORTS, STATIONS (RAILWAY, DART, LUAS AND BUS]
34	Not used
35	Not used
36	PROFESSIONAL THEATRICAL PRODUCTION COMPANIES INCLUDING [PUPPET/MARIONETTE / MAGIC SHOWS / BALLET / PANTOMIME AND CIRCUSES, (TENTED - INDOOR AND OUTDOOR)]
37	LAP DANCING CLUBS
38	Not used
39	CASH & CARRY / WAREHOUSES (No admission to the general public)
40	ELECTION CAMPAIGNS
41	CONCERT VENUES - BACKGROUND MUSIC
42	CONCERT VENUES - SPECIAL FEATURED ENTERTAINMENT
43	RECEPTION AREAS
44	AMATEUR DRAMATIC SOCIETIES
45	HOTEL RESTAURANTS AND CAFES – IHF MEMBERS ONLY
46	SHIPS
47	BACKGROUND MUSIC IN LATE BARS AND OTHER VENUES OPERATING OUTSIDE NORMAL LICENSING HOURS
48	HOTEL BARS – IHF MEMBERS ONLY



INDEX TO TARIFFS contd.

- | | |
|----|---|
| 49 | HOTEL BARS & PUBLIC HOUSES – VFI MEMBERS ONLY |
| 50 | RESTAURANTS AND CAFES – RAI MEMBERS ONLY |



TARIFF

NO.

0

TARIFF:	FOR THE PUBLIC USE OF SOUND RECORDINGS AND BROADCASTS
TITLE:	5% Dual Music Licence Discount
EFFECTIVE DATE:	1st JANUARY 2023

5% Discount

If a PPI Licensee signs and returns to PPI or its agent both the Dual Copyright Music Licence Contract ("the Dual Music Licence") and a valid Direct Debit Mandate and the PPI licensee makes all royalty payments due in accordance with the Dual Music Licence, they shall receive a once-off discount of 5% off the total PPI royalties due for one licenced year under the Dual Music Licence.

NOTES:

- (1) The Discount is only applied to the final direct debit payment in the first licenced year that clears the account.
- (2) IMRO royalty credits cannot be applied to PPI royalties and vice versa without the account holders consent.
- (3) Discounts only accrue in respect of royalties paid during the first licenced year; no direct debit discount accrues in respect of royalties paid in subsequent licenced years.
- (4) The maximum Discount to PPI royalties is €1,000 including VAT.
- (5) The Discount does not apply to payments via any method other than Direct Debit and if a payment plan is agreed this must not exceed 10 consecutive monthly payments.
- (6) The discount is only applicable to royalties due under PPI tariffs Nos 1 to 50 inclusive together with PPI Tariffs Nos 80 to 82 inclusive.



TARIFF

NO.

1

TARIFF:	FOR THE PUBLIC USE OF SOUND RECORDINGS AND BROADCASTS AS BACKGROUND MUSIC
TITLE:	SINGLE AND CASUAL EVENTS
EFFECTIVE DATE:	1st JANUARY 2023

Annual Tariff

€17.92 PER EVENT SUBJECT TO A MINIMUM FEE OF €88.49

NOTES:

- (1) The above tariff applies to single or casual events and premises not specifically catered for by other tariffs.
- (2) Minimum annual fee under this tariff is €88.49
- (3) Tariffs are payable on an annual basis.
- (4) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (5) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (6) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (7) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.



TARIFF

NO.

2

EFFECTIVE DATE
1st JANUARY 2023

PUBLIC PERFORMANCE OF SOUND RECORDINGS

COPYRIGHT AND RELATED RIGHTS ACT 2000

TERMS FOR COMMERCIAL DISCOTHEQUE AND NIGHTCLUB VENUES

1. The commercial discotheque/nightclub venue ('the venue') shall make payments to PPI or its agent computed in accordance with the tariff scale on Pages 2 and 3 hereof, as determined by the High Court Order of Miss Justice Mary Laffoy dated the 24th June 2004.
2. The following information in respect of each calendar quarter shall be provided by the venue to PPI or its agent on the prescribed form within 14 days of the end of each calendar quarter:
 - (a) number of events held
 - (b) average attendances at events held
 - (c) admission charges to events.
3. The remuneration due by the venue shall be paid to PPI or its agent quarterly in arrears within 7 days of receipt of invoice. Interest at the rate of 5% per annum above the AIB Bank plc triple A ('AAA') rate shall be charged on any sum due not paid to PPI or its agent by the due date.
4. All sums payable by the venue under this tariff are liable to Value Added Tax at the appropriate rate.
5. PPI or its agent reserves the right to require detailed written returns from the venue of all sound recordings publicly performed at events not exceeding 10% of the total number of events held in any calendar year. Such returns to include the title of the musical work recorded, the name of the recording artist, the label on which the sound recording was released as a record in Ireland, the prefix number of the record and the date and time of the public performance.
6. Effective from the date of renewal or commencement of a new dual music licence during the calendar year 2023.
7. PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
8. The venue shall indemnify both PPI and its agent against all and any expenses, costs, claims, damages and actions arising directly or indirectly from any breach by it of any of these terms.
9. In the event that a Dual Music Licence Contract is not executed then the receipt by PPI or its agent of the first calendar quarterly return due under term 2 above shall be deemed to be acceptance by the venue of these terms.

Contd./...

TARIFF:	FOR THE PUBLIC USE OF SOUND RECORDINGS AS SPECIALLY FEATURED ENTERTAINMENT AS PER THE HIGH COURT ORDER OF THE 24th JUNE 2004
TITLE:	COMMERCIAL DISCOTHEQUES & NIGHTCLUBS
EFFECTIVE DATE:	1st JANUARY 2023 - SEE NOTE 6 ON PAGE 1

ANNUAL FIXED PAYMENT:

€411.25

ATTENDANCE/CAPACITY (See note (d) below)

FEE PER EVENT

€

0	to	50	8.16
51	to	100	24.46
101	to	150	40.75
151	to	200	57.05
201	to	250	73.35
251	to	300	89.64
301	to	350	105.95
351	to	400	122.24
401	to	450	138.55
451	to	500	154.85
501	to	550	171.15
551	to	600	187.44
601	to	650	203.74
651	to	700	220.04
701	to	750	236.34
751	to	800	252.64
801	to	850	268.94
851	to	900	285.24
901	to	950	301.54
951	to	1,000	317.84

Attendances in excess of 1,000 shall be calculated in bands of 50 in line with the above structure, and the figures applicable to those bands shall be rateably in line with the above figures, i.e. multiplying the mid-point of the band by the applicable per person rate of €0.32

contd./...

Tariff 2 contd...

NOTES

(a) **ADMISSION PRICE ADJUSTMENT FACTOR**

The above rates are applicable to events where the gross admission charge lies in the range of €10.68 to €13.47. Outside this range an admission price adjustment factor is to be applied to the above rates in accordance with the following table:-

<u>GROSS ADMISSION PRICE RANGE</u>	<u>ADMISSION PRICE ADJUSTMENT FACTOR</u>	<u>EFFECT ON ABOVE STANDARD RATES</u>
Nil to €5.42	0.55	45% Reduction
€5.43 to €8.09	0.70	30% Reduction
€8.10 to €10.68	0.85	15% Reduction
€10.69 to €13.48	1.00	No Effect
€13.49 to €16.13	1.15	15% Increase
€16.14 to €18.82	1.30	30% Increase
€18.83 to €21.57	1.45	45% Increase

A pro-rata adjustment factor shall apply to admission prices above: €21.57

(b) **INFLATION / DEFLATION**

For 2024 and future years the above annual fixed payment, per event fees and admission prices shall be adjusted in line with the Consumer Price Index (CPI).

For 2022 and previous years the above annual fixed payment, per event fees and admission prices shall be adjusted in line with the CPI.

(c) **EVENT LENGTH** **ADJUSTMENT FACTOR**

<u>HOURS</u>		
0 hrs to	1 hr 59 mins	0.55
2 hrs to	2 hrs 59 mins	0.85
3 hrs to	3 hrs 59 mins	1.00
4 hrs to	4 hrs 59 mins	1.15
5 hrs to	5 hrs 59 mins	1.30
over 6 hrs		1.45

- (d) Whether venue capacity or actual attendance applies will be a matter for agreement between the venue and PPI or its agent or, in default of agreement, at the election of PPI or its agent.
If venue capacity applies, documentary evidence from the appropriate public authority of the licensed capacity must be provided to PPI or its agent.



TARIFF

NO.

2A

EFFECTIVE DATE
1st JANUARY 2023

PUBLIC PERFORMANCE OF SOUND RECORDINGS
AS SPECIALLY FEATURED ENTERTAINMENT

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TERMS FOR (1) LATE NIGHT BARS AND (2) COMMERCIAL DISCOTHEQUES AND NIGHTCLUBS
OPERATING WITH A THEATRE LICENCE

1. The late night bar or commercial discotheque/nightclub venue operating with a theatre licence ('the venue') shall make payments to PPI or its agent computed in accordance with the tariff scale on Pages 2 and 3 hereof which is based on the order of Miss Justice Mary Laffoy dated 24th June 2004.
2. The following information in respect of each calendar quarter shall be provided by the venue to PPI or its agent on the prescribed form within 14 days of the end of each calendar quarter:
 - (a) number of events held
 - (b) average attendances at events held
 - (c) admission charges to events.
3. The remuneration due by the venue shall be paid to PPI or its agent quarterly in arrears within 7 days of receipt of invoice. Interest at the rate of 5% per annum above the AIB Bank plc triple A ('AAA') rate shall be charged on any sum due not paid to PPI or its agent by the due date.
4. All sums payable by the venue under this tariff are liable to Value Added Tax at the appropriate rate.
5. PPI or its agent reserves the right to require detailed written returns from the venue of all sound recordings publicly performed at events not exceeding 10% of the total number of events held in any calendar year. Such returns to include the title of the musical work recorded, the name of the recording artist, the label on which the sound recording was released as a record in Ireland, the prefix number of the record and the date and time of the public performance.
6. Effective from the date of renewal or commencement of a new dual music licence during the calendar year 2023.
7. PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
8. The venue shall indemnify both PPI and its agent against all and any expenses, costs, claims, damages and actions arising directly or indirectly from any breach by it of any of these terms.
9. In the event that a Dual Music Licence Contract is not executed then the receipt by PPI or its agent of the first calendar quarterly return due under term 2 above shall be deemed to be acceptance by the venue of these terms.

Contd./...

TARIFF:	FOR THE PUBLIC USE OF SOUND RECORDINGS AS SPECIALLY FEATURED ENTERTAINMENT AS PER THE HIGH COURT ORDER OF THE 24th JUNE 2004
TITLE:	(1) LATE BARS and (2) COMMERCIAL DISCOTHEQUES & NIGHTCLUBS OPERATING WITH A THEATRE LICENCE
EFFECTIVE DATE:	1st JANUARY 2023 - SEE NOTE 6 ON PAGE 1

ANNUAL FIXED PAYMENT:

€411.25

ATTENDANCE/CAPACITY (See note (d) below)

FEE PER EVENT

€

0	to	50	8.16
51	to	100	24.46
101	to	150	40.75
151	to	200	57.05
201	to	250	73.35
251	to	300	89.64
301	to	350	105.95
351	to	400	122.24
401	to	450	138.55
451	to	500	154.85
501	to	550	171.15
551	to	600	187.44
601	to	650	203.74
651	to	700	220.04
701	to	750	236.34
751	to	800	252.64
801	to	850	268.94
851	to	900	285.24
901	to	950	301.54
951	to	1,000	317.84

Attendances in excess of 1,000 shall be calculated in bands of 50 in line with the above structure, and the figures applicable to those bands shall be rateably in line with the above figures, i.e. multiplying the mid-point of the band by the applicable per person rate of €0.32

contd./...

Tariff 2A contd...

NOTES

(a) **PRICE ADJUSTMENT FACTOR**

The above rates are applicable to events where the gross admission charge lies in the range of €10.68 to €13.47. Outside this range an admission price adjustment factor is to be applied to the above rates in accordance with the following table:-

<u>GROSS ADMISSION PRICE RANGE</u>	<u>ADMISSION PRICE ADJUSTMENT FACTOR</u>	<u>EFFECT ON ABOVE STANDARD RATES</u>
Nil to €5.42	0.55	45% Reduction
€5.43 to €8.09	0.70	30% Reduction
€8.10 to €10.68	0.85	15% Reduction
€10.69 to €13.48	1.00	No Effect
€13.49 to €16.13	1.15	15% Increase
€16.14 to €18.82	1.30	30% Increase
€18.83 to €21.57	1.45	45% Increase

A pro-rata adjustment factor shall apply to admission prices above: €21.57

(b) **INFLATION / DEFLATION**

For 2024 and future years the above annual fixed payment, per event fees and admission prices shall be adjusted in line with the Consumer Price Index (CPI).

For 2022 and previous years the above annual fixed payment, per event fees and admission prices shall be adjusted in line with the CPI.

(c) **EVENT LENGTH** **ADJUSTMENT FACTOR**

<u>HOURS</u>	
0 hrs to 1 hr 59 mins	0.55
2 hrs to 2 hrs 59 mins	0.85
3 hrs to 3 hrs 59 mins	1.00
4 hrs to 4 hrs 59 mins	1.15
5 hrs to 5 hrs 59 mins	1.30
over 6 hrs	1.45

- (d) Whether venue capacity or actual attendance applies will be a matter for agreement between the venue and PPI or its agent or, in default of agreement, at the election of PPI or its agent.
If venue capacity applies, documentary evidence from the appropriate public authority of the licensed capacity must be provided to PPI or its agent.



TARIFF

NO.

2B

EFFECTIVE DATE
1st JANUARY 2023

**PUBLIC PERFORMANCE OF SOUND RECORDINGS
AS SPECIALLY FEATURED ENTERTAINMENT**

COPYRIGHT AND RELATED RIGHTS ACT 2000

**TERMS FOR VENUES OPERATING OUTSIDE NORMAL LICENSING HOURS
WITH SPECIAL EXEMPTION ORDERS (SPECIAL EVENTS)**

1. The venue operating outside normal licensing hours with special exemption orders (special events) ('the venue') shall make payments to PPI or its agent computed in accordance with the tariff scale on Pages 2 and 3 hereof which is based on the Order of Miss Justice Mary Laffoy dated 24th June 2004.
2. The following information in respect of each calendar quarter shall be provided by the venue to PPI or its agent on the prescribed form within 14 days of the end of each calendar quarter:
 - (a) number of events held
 - (b) average attendances at events held
 - (c) admission charges to events.
3. The remuneration due by the venue shall be paid to PPI or its agent quarterly in arrears within 7 days of receipt of invoice. Interest at the rate of 5% per annum above the AIB Bank plc triple A ('AAA') rate shall be charged on any sum due not paid to PPI or its agent by the due date.
4. All sums payable by the venue under this tariff are liable to Value Added Tax at the appropriate rate.
5. PPI or its agent reserves the right to require detailed written returns from the venue of all sound recordings publicly performed at events not exceeding 10% of the total number of events held in any calendar year. Such returns to include the title of the musical work recorded, the name of the recording artist, the label on which the sound recording was released as a record in Ireland, the prefix number of the record and the date and time of the public performance.
6. Effective from the date of renewal or commencement of a new dual music licence during the calendar year 2023.
7. PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
8. The venue shall indemnify both PPI and its agent against all and any expenses, costs, claims, damages and actions arising directly or indirectly from any breach by it of any of these terms.
9. In the event that a Dual Music Licence Contract is not executed then the receipt by PPI or its agent of the first calendar quarterly return due under term 2 above shall be deemed to be acceptance by the venue of these terms.

Contd./...

TARIFF: FOR THE PUBLIC USE OF SOUND RECORDINGS AS
SPECIALLY FEATURED ENTERTAINMENT
AS PER THE HIGH COURT ORDER OF THE 24th JUNE 2004

TITLE: VENUES OPERATING OUTSIDE NORMAL LICENCING
HOURS WITH SPECIAL EXEMPTION ORDERS (SPECIAL EVENTS)

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTE 6 ON PAGE 1

ANNUAL FIXED PAYMENT:

€411.25

ATTENDANCE/CAPACITY (See note (d) below)

FEE PER EVENT

€

0	to	50	8.16
51	to	100	24.46
101	to	150	40.75
151	to	200	57.05
201	to	250	73.35
251	to	300	89.64
301	to	350	105.95
351	to	400	122.24
401	to	450	138.55
451	to	500	154.85
501	to	550	171.15
551	to	600	187.44
601	to	650	203.74
651	to	700	220.04
701	to	750	236.34
751	to	800	252.64
801	to	850	268.94
851	to	900	285.24
901	to	950	301.54
951	to	1,000	317.84

Attendances in excess of 1,000 shall be calculated in bands of 50 in line with the above structure, and the figures applicable to those bands shall be rateably in line with the above figures, i.e. multiplying the mid-point of the band by the applicable per person rate of €0.32

contd./...

Tariff 2B contd...

NOTES

(a) **PRICE ADJUSTMENT FACTOR**

The above rates are applicable to events where the gross admission charge lies in the range of €10.68 to €13.47. Outside this range an admission price adjustment factor is to be applied to the above rates in accordance with the following table:-

<u>GROSS ADMISSION PRICE RANGE</u>	<u>ADMISSION PRICE ADJUSTMENT FACTOR</u>	<u>EFFECT ON ABOVE STANDARD RATES</u>
Nil to €5.42	0.55	45% Reduction
€5.43 to €8.09	0.70	30% Reduction
€8.10 to €10.68	0.85	15% Reduction
€10.69 to €13.48	1.00	No Effect
€13.49 to €16.13	1.15	15% Increase
€16.14 to €18.82	1.30	30% Increase
€18.83 to €21.57	1.45	45% Increase

A pro-rata adjustment factor shall apply to admission prices above: €21.57

(b) **INFLATION / DEFLATION**

For 2024 and future years the above annual fixed payment, per event fees and admission prices shall be adjusted in line with the Consumer Price Index (CPI).

For 2022 and previous years the above annual fixed payment, per event fees and admission prices shall be adjusted in line with the CPI.

(c) **EVENT LENGTH** **ADJUSTMENT FACTOR**

<u>HOURS</u>	
0 hrs to 1 hr 59 mins	0.55
2 hrs to 2 hrs 59 mins	0.85
3 hrs to 3 hrs 59 mins	1.00
4 hrs to 4 hrs 59 mins	1.15
5 hrs to 5 hrs 59 mins	1.30
over 6 hrs	1.45

- (d) Whether venue capacity or actual attendance applies will be a matter for agreement between the venue and PPI or its agent or, in default of agreement, at the election of PPI or its agent.
If venue capacity applies, documentary evidence from the appropriate public authority of the licensed capacity must be provided to PPI or its agent.



TARIFF

NO.

2C

EFFECTIVE DATE
1st JANUARY 2023

**PUBLIC PERFORMANCE OF SOUND RECORDINGS
AS SPECIALLY FEATURED ENTERTAINMENT**

**COPYRIGHT AND RELATED RIGHTS ACT 2000
TERMS FOR VENUES OPERATING OUTSIDE NORMAL LICENSING HOURS
WITH SPECIAL RESTAURANT LICENCE**

1. The venue operating outside normal licensing hours with a special restaurant licence ('the venue') shall make payments to PPI or its agent computed in accordance with the tariff scale on Pages 2 and 3 hereof which is based on the Order of Miss Justice Mary Laffoy dated 24th June 2004.
2. The following information in respect of each calendar quarter shall be provided by the venue to PPI or its agent on the prescribed form within 14 days of the end of each calendar quarter:
 - (a) number of events held
 - (b) average attendances at events held
 - (c) admission charges to events.
3. The remuneration due by the venue shall be paid to PPI or its agent quarterly in arrears within 7 days of receipt of invoice. Interest at the rate of 5% per annum above the AIB Bank plc triple A ('AAA') rate shall be charged on any sum due not paid to PPI or its agent by the due date.
4. All sums payable by the venue under this tariff are liable to Value Added Tax at the appropriate rate.
5. PPI or its agent reserves the right to require detailed written returns from the venue of all sound recordings publicly performed at events not exceeding 10% of the total number of events held in any calendar year. Such returns to include the title of the musical work recorded, the name of the recording artist, the label on which the sound recording was released as a record in Ireland, the prefix number of the record and the date and time of the public performance.
6. Effective from the date of renewal or commencement of a new dual music licence during the calendar year 2023.
7. PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
8. The venue shall indemnify both PPI and its agent against all and any expenses, costs, claims, damages and actions arising directly or indirectly from any breach by it of any of these terms.
9. In the event that a Dual Music Licence Contract is not executed then the receipt by PPI or its agent of the first calendar quarterly return due under term 2 above shall be deemed to be acceptance by the venue of these terms.

Contd./...

TARIFF:	FOR THE PUBLIC USE OF SOUND RECORDINGS AS SPECIALLY FEATURED ENTERTAINMENT AS PER THE HIGH COURT ORDER OF THE 24th JUNE 2004
TITLE:	VENUES OPERATING OUTSIDE NORMAL LICENSING HOURS WITH A SPECIAL RESTAURANT LICENCE
EFFECTIVE DATE:	1st JANUARY 2023 - SEE NOTE 6 ON PAGE 1

ANNUAL FIXED PAYMENT:

€411.25

ATTENDANCE/CAPACITY (See note (d) below)

FEE PER EVENT

€

0	to	50	4.08
51	to	100	12.22
101	to	150	20.38
151	to	200	28.53
201	to	250	36.68
251	to	300	44.82
301	to	350	52.97
351	to	400	61.13
401	to	450	69.27
451	to	500	77.42
501	to	550	85.57
551	to	600	93.73
601	to	650	101.87
651	to	700	110.02
701	to	750	118.17
751	to	800	126.33
801	to	850	134.47
851	to	900	142.62
901	to	950	150.77
951	to	1,000	158.93

Attendances in excess of 1,000 shall be calculated in bands of 50 in line with the above structure, and the figures applicable to those bands shall be rateably in line with the above figures, i.e. multiplying the mid-point of the band by the applicable per person rate of €0.16

contd./...

Tariff 2C contd...

NOTES

(a)

PRICE ADJUSTMENT FACTOR

The above rates are applicable to events where the gross admission charge lies in the range of €10.68 to €13.47. Outside this range an admission price adjustment factor is to be applied to the above rates in accordance with the following table:-

<u>GROSS ADMISSION PRICE RANGE</u>	<u>ADMISSION PRICE ADJUSTMENT FACTOR</u>	<u>EFFECT ON ABOVE STANDARD RATES</u>
Nil to €5.42	0.55	45% Reduction
€5.43 to €8.09	0.70	30% Reduction
€8.10 to €10.68	0.85	15% Reduction
€10.69 to €13.48	1.00	No Effect
€13.49 to €16.13	1.15	15% Increase
€16.14 to €18.82	1.30	30% Increase
€18.83 to €21.57	1.45	45% Increase

A pro-rata adjustment factor shall apply to admission prices above: €21.57

(b)

INFLATION / DEFLATION

For 2024 and future years the above annual fixed payment, per event fees and admission prices shall be adjusted in line with the Consumer Price Index (CPI).

For 2022 and previous years the above annual fixed payment, per event fees and admission prices shall be adjusted in line with the CPI.

(c)

EVENT LENGTH

ADJUSTMENT FACTOR

HOURS

0 hrs to	1 hr 59 mins	0.55
2 hrs to	2 hrs 59 mins	0.85
3 hrs to	3 hrs 59 mins	1.00
4 hrs to	4 hrs 59 mins	1.15
5 hrs to	5 hrs 59 mins	1.30
over 6 hrs		1.45

(d)

Whether venue capacity or actual attendance applies will be a matter for agreement between the venue and PPI or its agent or, in default of agreement, at the election of PPI or its agent.

If venue capacity applies, documentary evidence from the appropriate public authority of the licensed capacity must be provided to PPI or its agent.



TARIFF

NO.

2D

EFFECTIVE DATE
1st JANUARY 2023

PUBLIC PERFORMANCE OF SOUND RECORDINGS
AS SPECIALLY FEATURED ENTERTAINMENT

COPYRIGHT AND RELATED RIGHTS ACT 2000

TERMS FOR VENUES OPERATING DURING NORMAL LICENSING HOURS

1. The venue operating during normal licensing hours ('the venue') shall make payments to PPI or its agent computed in accordance with the tariff scale on Pages 2 and 3 hereof which is based on the Order of Miss Justice Mary Laffoy dated 24th June 2004.
2. The following information in respect of each calendar quarter shall be provided by the venue to PPI or its agent on the prescribed form within 14 days of the end of each calendar quarter:
 - (a) number of events held
 - (b) average attendances at events held
 - (c) admission charges to events.
3. The remuneration due by the venue shall be paid to PPI or its agent quarterly in arrears within 7 days of receipt of invoice. Interest at the rate of 5% per annum above the AIB Bank plc triple A ('AAA') rate shall be charged on any sum due not paid to PPI or its agent by the due date.
4. All sums payable by the venue under this tariff are liable to Value Added Tax at the appropriate rate.
5. PPI or its agent reserves the right to require detailed written returns from the venue of all sound recordings publicly performed at events not exceeding 10% of the total number of events held in any calendar year. Such returns to include the title of the musical work recorded, the name of the recording artist, the label on which the sound recording was released as a record in Ireland, the prefix number of the record and the date and time of the public performance.
6. Effective from the date of renewal or commencement of a new dual music licence during the calendar year 2023.
7. PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
8. The venue shall indemnify both PPI and its agent against all and any expenses, costs, claims, damages and actions arising directly or indirectly from any breach by it of any of these terms.
9. In the event that a Dual Music Licence Contract is not executed then the receipt by PPI or its agent of the first calendar quarterly return due under term 2 above shall be deemed to be acceptance by the venue of these terms.

Contd./...

TARIFF:	FOR THE PUBLIC USE OF SOUND RECORDINGS AS SPECIALLY FEATURED ENTERTAINMENT AS PER THE HIGH COURT ORDER OF THE 24th JUNE 2004
TITLE:	VENUES OPERATING DURING NORMAL LICENSING HOURS
EFFECTIVE DATE:	1st JANUARY 2023 - SEE NOTE 6 ON PAGE 1

ANNUAL FIXED PAYMENT:

€411.25

ATTENDANCE/CAPACITY (See note (d) below)

FEE PER EVENT

€

0	to	50	2.03
51	to	100	6.11
101	to	150	10.19
151	to	200	14.25
201	to	250	18.34
251	to	300	22.42
301	to	350	26.49
351	to	400	30.56
401	to	450	34.64
451	to	500	38.71
501	to	550	42.79
551	to	600	46.85
601	to	650	50.94
651	to	700	55.01
701	to	750	59.09
751	to	800	63.16
801	to	850	67.24
851	to	900	71.31
901	to	950	75.38
951	to	1,000	79.45

Attendances in excess of 1,000 shall be calculated in bands of 50 in line with the above structure, and the figures applicable to those bands shall be rateably in line with the above figures, i.e. multiplying the mid-point of the band by the applicable per person rate of €0.08.

cont./...

Tariff 2D contd...

NOTES

(a) **PRICE ADJUSTMENT FACTOR**

The above rates are applicable to events where the gross admission charge lies in the range of €10.68 to €13.47. Outside this range an admission price adjustment factor is to be applied to the above rates in accordance with the following table:-

<u>GROSS ADMISSION PRICE RANGE</u>	<u>ADMISSION PRICE ADJUSTMENT FACTOR</u>	<u>EFFECT ON ABOVE STANDARD RATES</u>
Nil to €5.42	0.55	45% Reduction
€5.43 to €8.09	0.70	30% Reduction
€8.10 to €10.68	0.85	15% Reduction
€10.69 to €13.48	1.00	No Effect
€13.49 to €16.13	1.15	15% Increase
€16.14 to €18.82	1.30	30% Increase
€18.83 to €21.57	1.45	45% Increase

A pro-rata adjustment factor shall apply to admission prices above: €21.57

(b) **INFLATION / DEFLATION**

For 2024 and future years the above annual fixed payment, per event fees and admission prices shall be adjusted in line with the Consumer Price Index (CPI).

For 2022 and previous years the above annual fixed payment, per event fees and admission prices shall be adjusted in line with the CPI.

(c) **EVENT LENGTH** **ADJUSTMENT FACTOR**

<u>HOURS</u>		
0 hrs to	1 hr 59 mins	0.55
2 hrs to	2 hrs 59 mins	0.85
3 hrs to	3 hrs 59 mins	1.00
4 hrs to	4 hrs 59 mins	1.15
5 hrs to	5 hrs 59 mins	1.30
over 6 hrs		1.45

(d) Whether venue capacity or actual attendance applies will be a matter for agreement between the venue and PPI or its agent or, in default of agreement, at the election of PPI or its agent.

If venue capacity applies, documentary evidence from the appropriate public authority of the licensed capacity must be provided to PPI or its agent.

TARIFF:

FOR THE PUBLIC USE OF SOUND RECORDINGS AS SPECIALLY FEATURED ENTERTAINMENT IN HOTEL FUNCTION ROOMS, COMMUNITY HALLS, PARISH HALLS AND SPORTS CLUBS

TITLE:

DJ & RECORDED MUSIC SETS AT INVITATION-ONLY AND TICKET-ONLY EVENTS e.g. Weddings Receptions, Dinner Dances, Fashion Shows etc

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL LICENCE FEE

1 event	€33.91
1 to 4 events	€115.21 per year
5 to 10 events	€230.41 per year
11 to 20 events	€403.22 per year
21 to 35 events	€518.43 per year
36 or more events	€14.39 per event

NOTES:

- (1) This tariff scheme covers the playing of recorded music, whether by a DJ or other means, at invitation-only or ticket-only events e.g. Weddings, Dinner Dances, Fashion Shows etc.
- (2) Tariffs are payable by the operator of the venue.
- (3) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (4) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (5) **This tariff does not apply to members of the Irish Hotels Federation. Tariff 4 has been agreed with the IHF to apply to its members in these circumstances.**
- (6) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (7) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.



TARIFF

NO.

4

TARIFF: FOR THE PUBLIC USE OF SOUND RECORDINGS BY MEMBERS OF
THE IRISH HOTELS FEDERATION AS SPECIALLY FEATURED
ENTERTAINMENT IN HOTEL FUNCTION ROOMS

TITLE: DJ & RECORDED MUSIC SETS AT INVITATION-ONLY AND TICKET-ONLY EVENTS
e.g. Wedding Receptions, Dinner Dances, Fashion Shows etc

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

LICENCE FEE PER EVENT: €11.50

NOTES:

- (1) This tariff has been agreed with and is only applicable to members of the Irish Hotels Federation.
- (2) This tariff scheme covers the playing of recorded music, whether by a DJ or other means at invitation-only or ticket-only events such as weddings, dinner dances and fashion shows
- (3) Tariffs are payable by the IHF member on a per event basis but may also be calculated and payable annually by agreement. Where an event which was licensed in advance is not held, then the IHF member may decide to either receive a refund for that event or have the advance payment credited against future licence fees.
- (4) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (5) **Proof of IHF Membership must be furnished to PPI or its Agent within 3 months of the invoice being issued, in default of which Tariff 3 will apply.**
- (6) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (7) This tariff and the above terms have been agreed with Irish Hotels Federation and as such shall only be amended by agreement with the IHF. If such agreement is not possible, PPI reserves the right to amend these terms upon giving notice to the Controller of Intellectual Property in writing to that effect.
- (8) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.



TARIFF

NO.

5

TARIFF:	FOR THE PUBLIC USE OF SOUND RECORDINGS AND BROADCASTS AS BACKGROUND MUSIC
TITLE:	OUTDOOR MOBILE FUNFAIRS AND AMUSEMENTS
EFFECTIVE DATE:	1st JANUARY 2023

Annual Tariff

€17.92 PER DAY SUBJECT TO A MINIMUM FEE OF €88.49

NOTES:

- (1) Minimum annual fee under this tariff is €88.49
- (2) Tariffs are payable on an annual basis.
- (3) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (4) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (6) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC

TITLE: DANCE TEACHERS / DANCE STUDIOS

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

DANCING CLASSES (including individual dancing tuition):

AVERAGE ATTENDANCE PER CLASS	1 Class per week €	2 Classes per week €	3 Classes per week €	4 Classes per week (**) €
10	33.05	41.30	49.58	57.84
15	41.30	51.64	61.97	72.31
20	49.58	61.97	74.37	86.76
25	57.84	72.31	86.76	101.22
30	66.09	82.63	99.15	115.68
35	74.37	92.95	111.54	130.14
40	82.63	103.29	123.94	144.60
45	90.89	113.61	136.33	159.06
50 (*)	99.15	123.94	148.73	173.52

(*) Fees increase pro rata for attendances over 50

(**) For each class per week over 4, add one-third of the fee for 1 class at the applicable attendance figure

NOTES:

- (1) For the public use of sound recordings by Dancing Teachers and Dancing Schools solely as a tuition aid during dancing classes (including individual tuition) or solely as an aid to dancing lessons for individual pupils.
- (2) We do not Licence services that enable the upload of content by the general public such as You Tube, Facebook or Instagram.
- (3) Tariffs are payable on an annual basis.
- (4) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (5) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (6) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (7) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS AND BROADCASTS AS BACKGROUND MUSIC

TITLE: RETAIL PREMISES (SHOPS) and RETAIL FINANCIAL INSTITUTIONS

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

AREA WHERE SOUND RECORDINGS ARE AUDIBLE
(sq. metres)

FEE
€

Up to 25	113.56	
26 to 50	141.98	
51 to 100	184.55	
101 to 150	227.14	
151 to 200	269.70	
201 to 250	312.31	
251 to 500	410.73	
501 to 1000	704.11	
1001 to 1500	938.82	
1501 to 2000	1,290.87	
Above 2000	13.42	per 100 sq. metres or part thereof

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (5) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS AND BROADCASTS AS BACKGROUND MUSIC

TITLE: RETAIL PREMISES (SHOPS) and RETAIL FINANCIAL INSTITUTIONS (MULTIPLE SITES, SUBJECT TO CONDITIONS BELOW)

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

<u>AREA WHERE SOUND RECORDINGS ARE AUDIBLE</u> (sq. metres)	<u>FEE</u> €
Up to 25	102.21
26 to 50	127.77
51 to 100	166.09
101 to 150	204.42
151 to 200	242.73
201 to 250	281.09
251 to 500	369.67
501 to 1000	633.70
1001 to 1500	844.94
1501 to 2000	1,161.79
Above 2000	12.06 per 100 sq. metres or part thereof

NOTES:

NB: THIS TARIFF IS OFFERED TO RETAIL BUSINESSES (INCLUDING RETAIL FINANCIAL SERVICES) WITH 50 OR MORE SITES, PROVIDED THAT ALL SITES ARE DETAILED ON 1 INVOICE AND 1 SINGLE PAYMENT IS MADE. IF PAYMENT IS NOT RECEIVED IN FULL WITHIN 60 DAYS OF THE DATE OF INVOICE, TARIFF 7 SHALL APPLY. THE CHARGE FOR EACH SITE TO BE BASED ON ACTUAL SIZE, AND THE ACTUAL DIMENSIONS MUST BE FURNISHED TO PPI OR ITS AGENTS BY THE BUSINESS.

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (5) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.



TARIFF

NO.

8

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC

TITLE: FITNESS CLASSES

EFFECTIVE DATE 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

Computed by reference to the average attendance at, and the number of sessions held
in the year on the following basis:-

<u>AVERAGE ATTENDANCE</u>	<u>CHARGE PER SESSION</u>
	€
Up to 10	0.81
11 to 20	1.72
21 to 30	2.56
31 to 40	3.39
41 to 50	4.24

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) We do not Licence services that enable the upload of content by the general public such as You Tube, Facebook or Instagram.
- (3) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (4) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (6) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.



TARIFF

NO.

9

TARIFF: **FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC**

TITLE: **SHOPPING CENTRES & SHOPPING AREAS INCLUDING INDOOR AND
OUTDOOR, COVERED AND UNCOVERED**

EFFECTIVE DATE: **1st JANUARY 2023 - SEE NOTES BELOW**

ANNUAL TARIFF:

€ 0.77 per square metre

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) **This tariff covers common/public areas in shopping centres and shopping areas such as communal foodhalls, walkways, toilets and excludes individual units with own door access and car parks.**
- (3) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (4) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (6) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.



TARIFF

NO.

10

**TARIFF: FOR THE PUBLIC USE OF SOUND RECORDINGS AND
BROADCASTS AS BACKGROUND MUSIC**

TITLE: STREET/OUTDOOR SPEAKERS

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

Annual Tariff

€70.98 per speaker per annum

NOTES:

- (1) The above tariff applies to street / outdoor speakers **only** when the public performance is not specifically catered for by other tariffs.
- (3) Tariffs are payable on an annual basis.
- (4) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (5) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (6) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (7) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC

TITLE: SALONS (HAIRDRESSING / BEAUTY / TANNING), BARBERS AND NAIL
BARS

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

AREA WHERE SOUND
RECORDINGS ARE AUDIBLE
(sq. metres)

FEE
€

Up to 25	89.69
26 to 50	102.00
51 to 100	135.04
101 to 150	165.38
151 to 200	195.73
201 to 250	226.04
Above 250	89.69 per 100 sq. metres or part thereof

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (5) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.



TARIFF

NO.

12

TARIFF: **FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS AND BROADCASTS AS BACKGROUND MUSIC**

TITLE: **CLUBS (SNOOKER / GOLF / HEALTH / SPORTS etc.), COMMUNITY HALLS, PARISH HALLS, EXCLUDING CASINOS**

EFFECTIVE DATE: **1st JANUARY 2023 - SEE NOTES BELOW**

ANNUAL TARIFF:

€ 102.21

NOTES:

- (1) **This tariff does not cover the use of music in any bars, restaurants, fitness classes or other areas to which a separate tariff applies.**
- (2) **This tariff does not cover the use of music in casinos. Tariff 16 applies to casinos.**
- (3) **Tariffs are payable on an annual basis.**
- (4) **Tariff amounts are liable to Value Added Tax at the appropriate rate.**
- (5) **For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).**
- (6) **PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.**
- (7) **Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.**

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC

TITLE: HOTEL BARS AND PUBLIC HOUSES

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF FOR BACKGROUND MUSIC:

1. BY MEANS OF SOUND RECORDINGS (cd / tape / radio / satellite / cable / juke box etc)

		€
Up to 46	sq. metres	142.00
47 to 139	sq. metres	212.93
140 to 279	sq. metres	340.69
Above 279	sq. metres	113.56 per 93 sq. metres or part thereof

2. BY MEANS OF TELEVISION ONLY (including cable and satellite, but excluding audio-only and music video channels)

		€
Up to 46	sq. metres	67.52
47 to 139	sq. metres	101.28
140 to 279	sq. metres	151.92
Above 279	sq. metres	50.63 per 93 sq. metres or part thereof

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (5) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC

TITLE: RESTAURANTS AND CAFES

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

<u>SEATING CAPACITY</u>	<u>FEE</u> €
Up to 30	141.99
31 to 50	255.54
51 to 100	425.89
101 to 150	596.27
151 to 200	794.98
201 to 250	965.35
Over 250	3.97 per seat per annum

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (5) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.

TARIFF: FOR THE BROADCASTING OF TRADITIONAL TELEVISION AND TRADITIONAL RADIO AS BACKGROUND MUSIC

TITLE: RESTAURANTS AND CAFES, CONCESSIONARY TARIFF, USING TRADITIONAL RADIO AND/OR TRADITIONAL TV (AS DEFINED)

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

<u>SEATING CAPACITY</u>	<u>FEE</u> €
Up to 30	116.43
31 to 50	209.54
51 to 100	349.23
101 to 150	488.94
151 to 200	651.88
201 to 250	791.58
Over 250	3.26 per seat per annum

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) To be eligible for this concessionary tariff the restaurant/café MUST declare that they will use only Traditional Television Broadcasts and/or Traditional Radio Broadcasts (as defined at point 8) AND enter into a Dual Music Copyright Licence AND discharge payments by way of direct debit mandate.
- (5) In the event that a premises availing of this concessionary tariff 14a is found to be publicly performing music other than by Traditional Television or Traditional Radio then tariff 14a will be withdrawn and will not be reinstated and the premises will revert to tariff 14 for the current year and all subsequent years.
- (6) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.
- (7) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (8) Definitions:
Traditional Television shall include all Television channels with the exception of Music Channels which are channels whose broadcast output is predominately or exclusively focussed on music and music topics.
Traditional Radio shall mean all radio stations licenced by the Broadcasting Authority of Ireland and excludes stations whose output is predominately or exclusively focussed on music or music topics.

TARIFF:	FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS AND BROADCASTS AS BACKGROUND MUSIC
TITLE:	FURNITURE, WHITE GOODS, HARDWARE & DIY STORES, GARDEN CENTRES & CAR SHOWROOMS (OVER 500 SQUARE METRES)
EFFECTIVE DATE:	1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

€ 32.28 for every 100 square metres or part thereof

NOTES:

NB: THIS TARIFF IS OFFERED TO BUSINESSES THAT ARE OVER 500 SQUARE METRES AUDIBLE AREA

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (5) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.



TARIFF

NO.

16

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS AND BROADCASTS AS BACKGROUND MUSIC

TITLE: CASINOS, AMUSEMENT ARCADES AND BOWLING CENTRES

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

**AREA WHERE SOUND
RECORDINGS ARE AUDIBLE**

(sq. metres)

FEE

€

Up to 50

184.55

51 to 100

283.93

Over 100

221.50

per 100 sq. metres
or part thereof

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (5) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.

TARIFF:

FOR THE PUBLIC USE OF SOUND RECORDINGS AND BROADCASTS IN NON-IHF MEMBER ESTABLISHMENTS PROVIDING ACCOMMODATION TO PAYING GUESTS e.g. Hotels(including apartments, suites, lodges and pods), Air B'n'B, Guesthouses, B&Bs, Hostels, Student Halls of Residence etc.

TITLE:

MUSIC IN GUEST BEDROOMS, following upon the Decision of the European Court of Justice in case C-162/10

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

Annual Licence Fee

1 to 5 guest rooms	€34.56 per year
5 to 10 guest rooms	€57.60 per year
11 to 25 guest rooms	€115.21 per year
26 or more guest rooms	€4.61 per room, per year

NOTES:

- (1) This tariff scheme covers the communication to the public of sound recordings in guest bedrooms, whether by means of a television, radio or other apparatus
- (2) For properties registered with Failte Ireland, the guestroom numbers on which a property will be assessed shall be the number of guestrooms stated on the Failte Ireland Accommodation Register unless evidence supporting a different assessment is provided. The assessment of all other properties shall be based on room numbers supplied by the property and confirmed, if necessary, in writing by the proprietor's solicitor or accountant.
- (3) For premises which operate seasonally, pro rata adjustments to the annual liability will only be made where the premises is completely closed for a period of months every year. Where a premises opens only at weekends etc during low-season, a pro-rata adjustment will not apply.
- (4) Tariffs are payable on an annual basis.
- (5) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (6) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (7) **This tariff does not apply to members of the Irish Hotels Federation. Tariff 19 has been agreed with the IHF to apply to its members in these circumstances.**
- (8) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (9) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.



TARIFF

NO.

18

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC

TITLE: WATER PARKS, SWIMMING POOLS

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

TOTAL ATTENDANCE PER ANNUM
(TO INCLUDE SPECTATORS & BATHERS)

FEE
€

Up to 10,000	113.56
10,001 to 50,000	227.14
50,001 to 100,000	340.71
Over 100,000	425.90

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (5) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.



TARIFF

NO.

19

TARIFF:

FOR THE PUBLIC USE OF SOUND RECORDINGS AND BROADCASTS BY MEMBERS OF THE IRISH HOTELS FEDERATION IN HOTELS(including apartments, suites, lodges, pods and air b'n'b) AND GUESTHOUSES

TITLE:

MUSIC IN GUEST BEDROOMS, following upon the Decision of the European Court of Justice in case C-162/10

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

Annual Licence Fee:

€3.74 per room

NOTES:

- (1) This tariff has been agreed with and is only applicable to members of the Irish Hotels Federation.
- (2) This tariff scheme covers the communication to the public of sound recordings in guest bedrooms, whether by means of a television, radio or other apparatus.
- (3) The guestroom numbers on which a property will be assessed shall be the number of guestrooms stated on the Failte Ireland Accommodation Register unless evidence supporting a different assessment is provided.
- (4) For premises which operate seasonally, pro rata adjustments to the annual liability will only be made where the premises is completely closed for a period of months every year. Where a premises opens only at weekends etc during low-season, a pro-rata adjustment will not apply.
- (5) **Proof of IHF Membership must be furnished to PPI or its Agent within 3 months of the invoice being issued, in default of which Tariff 17 will apply.**
- (6) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (7) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (8) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.
- (9) This tariff and the above terms have been agreed with Irish Hotels Federation and as such shall only be amended by agreement with the IHF. If such agreement is not possible, PPI reserves the right to amend these terms upon giving notice to the Controller of Intellectual Property in writing to that effect.



TARIFF

NO.

20

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC

TITLE: ICE SKATING RINKS

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

€ 2.84 per 100 persons or part thereof per session. (including spectators)

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (5) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.



TARIFF

NO.

21

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC

TITLE: PUBLIC CAR PARKS

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

NO. OF CAR SPACES

FEE

€

Up to 500 spaces

89.67

Over 500 spaces

118.97

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (5) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.

TARIFF:	FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS AND BROADCASTS AS BACKGROUND MUSIC
TITLE:	SPORTS STADIA (FOOTBALL GROUNDS / GREYHOUND TRACKS etc.)
EFFECTIVE DATE:	1st JANUARY 2023 - SEE NOTES BELOW

**AVERAGE ATTENDANCE PER
MATCH / MEETING**

FEE PER ANNUM

€

Up to 500	141.98
501 to 1,000	212.93
1,001 to 2,000	283.93
Over 2,000	174.83 per 1,000 patrons or part thereof

NOTES:

- (1) This tariff does not cover the use of music in any bars, restaurants, fitness classes or other areas to which a separate tariff applies.
- (2) Tariffs are payable on an annual basis.
- (3) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (4) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (6) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.



TARIFF

NO.

23

TARIFF: **FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC**

TITLE: **TELEPHONE SYSTEMS WITH MUSIC ON "HOLD"**

EFFECTIVE DATE: **1st JANUARY 2023 - SEE NOTES BELOW**

ANNUAL TARIFF:

€ 55.13 per 5 external lines or part thereof.

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (5) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS AND
BROADCASTS AS BACKGROUND MUSIC

TITLE: 1. WORKPLACES INCLUDING FACTORIES AND OFFICES
2. STAFF BREAK ROOMS AND CANTEENS NOT OPEN TO THE
PUBLIC AND NOT OUTSOURCED

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

For every 25 employees or part thereof: € 113.56

NOTES:

- (1) Where a staff canteen provides meals, a licence under tariff 14 is required.
- (2) Tariffs are payable on an annual basis.
- (3) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (4) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (5) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.
- (6) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.



TARIFF

NO.

25

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC

TITLE: BUSES AND COACHES

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

Per vehicle: € 95.18

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.



TARIFF

NO.

26

TARIFF:	FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS AND BROADCASTS AS BACKGROUND MUSIC
TITLE:	AIRCRAFT
EFFECTIVE DATE:	1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

BOARDING & DISEMBARKATION

€ 203.90 per aircraft per annum

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.



TARIFF

NO.

27

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC

TITLE: WAITING ROOMS

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

€ 89.69

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.



TARIFF

NO.

28

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC

TITLE: EXHIBITIONS

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

€ 56.78 per day per stand

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.



TARIFF

NO.

30

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC

TITLE: MUSEUMS / MUNICIPAL ART GALLERIES

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

€ 89.69

NOTES:

- (1) This does not cover the use of music in any bars, restaurants, cafes, retail units to which a separate tariff applies.
- (2) Tariffs are payable on an annual basis.
- (3) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (4) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (6) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC

TITLE: CINEMAS (INDOOR & OUTDOOR)

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

€ 154.67 per screen.

NOTES:

- (1) This does not cover the use of music in any bars, restaurants, cafes, retail units to which a separate tariff applies.
- (2) For the Public Use of Sound Recordings solely as Background Music during the entry and exit of audiences and during intervals.
- (3) Tariffs are payable on an annual basis.
- (4) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (5) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (6) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (7) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.

TARIFF:	FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS AND BROADCASTS AS BACKGROUND MUSIC
TITLE:	TRANSPORT HUBS INCLUDING BUT NOT LIMITED TO AIRPORTS, FERRY PORTS, STATIONS (RAILWAY, DART, LUAS AND BUS)
EFFECTIVE DATE:	1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

€32.28 for every 100 square metres or part thereof

NOTES:

- (1) This tariff covers common/public areas in Transport Hubs, it excludes the use of music in any bars, restaurant areas, retail spaces, car parks or any other areas which are covered by specific tariffs.
- (2) Tariffs are payable on an annual basis.
- (3) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (4) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (6) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.

TARIFF:	FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS AND BROADCASTS AS BACKGROUND MUSIC
TITLE:	PROFESSIONAL THEATRICAL PRODUCTION COMPANIES INCLUDING [PUPPET / MARIONETTE / MAGIC SHOWS / BALLET / PANTOMIME AND CIRCUSES, (TENTED - INDOOR AND OUTDOOR)]
EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW	

ANNUAL TARIFF:

Daily performances: €12.48 per week

Occasional performances: €3.12 per performance

NOTES:

- (1) For the Public Use of Sound Recordings solely as Background Music during the entry and exit of audiences and during the intervals and during the action of shows when the sound recordings are unaltered except that the sound recordings can be shortened
- (2) Tariffs are payable on an annual basis.
- (3) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (4) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (6) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.



TARIFF

NO.

37

EFFECTIVE DATE
1st JANUARY 2023

PUBLIC PERFORMANCE OF SOUND RECORDINGS

COPYRIGHT AND RELATED RIGHTS ACT 2000

TERMS FOR LAP DANCING CLUBS AND SIMILAR VENUES

1. The lap dancing or similar venue ('the venue') shall make payments to PPI or its agent computed in accordance with the tariff scale on Pages 2 and 3 hereof.
2. The following information in respect of each calendar quarter shall be provided by the venue to PPI or its agent on the prescribed form within 14 days of the end of each calendar quarter:
 - (a) number of events held
 - (b) average attendances at events held
 - (c) admission charges to events.
3. The remuneration due by the venue shall be paid to PPI or its agent quarterly in arrears within 7 days of receipt of invoice. Interest at the rate of 5% per annum above the AIB Bank plc triple A ('AAA') rate shall be charged on any sum due not paid to PPI or its agent by the due date.
4. All sums payable by the venue under this tariff are liable to Value Added Tax at the appropriate rate.
5. PPI or its agent reserves the right to require detailed written returns from the venue of all sound recordings publicly performed at events not exceeding 10% of the total number of events held in any calendar year. Such returns to include the title of the musical work recorded, the name of the recording artist, the label on which the sound recording was released as a record in Ireland, the prefix number of the record and the date and time of the public performance.
6. Effective from the date of renewal or commencement of a new dual music licence during the calendar year 2023.
7. PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
8. The venue shall indemnify both PPI and its agent against all and any expenses, costs, claims, damages and actions arising directly or indirectly from any breach by it of any of these terms.
9. In the event that a Dual Music Licence Contract is not executed then the receipt by PPI or its agent of the first calendar quarterly return due under term 2 above shall be deemed to be acceptance by the venue of these terms.

Contd./...

TARIFF: FOR THE PUBLIC USE OF SOUND RECORDINGS AS
SPECIALLY FEATURED ENTERTAINMENT

TITLE: LAP DANCING CLUBS

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTE 6 ON PAGE 1

ANNUAL FIXED PAYMENT:

€411.25

ATTENDANCE/CAPACITY (see note (e) below)

FEE PER EVENT

€

0	to	50	8.16
51	to	100	24.46
101	to	150	40.75
151	to	200	57.05
201	to	250	73.35
251	to	300	89.64
301	to	350	105.95
351	to	400	122.24
401	to	450	138.55
451	to	500	154.85
501	to	550	171.15
551	to	600	187.44
601	to	650	203.74
651	to	700	220.04
701	to	750	236.34
751	to	800	252.64
801	to	850	268.94
851	to	900	285.24
901	to	950	301.54
951	to	1,000	317.84

Attendances in excess of 1,000 shall be calculated in bands of 50 in line with the above structure, and the figures applicable to those bands shall be rateably in line with the above figures, i.e. multiplying the mid-point of the band by the applicable per person rate of €0.32

contd./...

Tariff 37 contd...

NOTES

- (a) This tariff shall apply to all venues operating as lap dancing or similar clubs where sound recordings are specially featured

(b) **ADMISSION PRICE ADJUSTMENT FACTOR**

The above rates are applicable to events where the gross admission charge lies in the range of €10.68 to €13.47. Outside this range an admission price adjustment factor is to be applied to the above rates in accordance with the following table:-

<u>GROSS ADMISSION PRICE RANGE</u>	<u>ADMISSION PRICE ADJUSTMENT FACTOR</u>	<u>EFFECT ON ABOVE STANDARD RATES</u>
Nil to €5.42	0.55	45% Reduction
€5.43 to €8.09	0.70	30% Reduction
€8.10 to €10.68	0.85	15% Reduction
€10.69 to €13.48	1.00	No Effect
€13.49 to €16.13	1.15	15% Increase
€16.14 to €18.82	1.30	30% Increase
€18.83 to €21.57	1.45	45% Increase

A pro-rata adjustment factor shall apply to admission prices above: €21.57

(c) **INFLATION / DEFLATION**

For 2024 and future years the above annual fixed payment, per event fees and admission prices shall be adjusted in line with the Consumer Price Index (CPI).

For 2022 and previous years the above annual fixed payment, per event fees and admission prices shall be adjusted in line with the CPI.

(d) **EVENT LENGTH** **ADJUSTMENT FACTOR**

<u>HOURS</u>		
0 hrs to	1 hr 59 mins	0.55
2 hrs to	2 hrs 59 mins	0.85
3 hrs to	3 hrs 59 mins	1.00
4 hrs to	4 hrs 59 mins	1.15
5 hrs to	5 hrs 59 mins	1.30
over 6 hrs		1.45

- (e) Whether venue capacity or actual attendance applies will be a matter for agreement between the venue and PPI or its agent or, in default of agreement, at the election of PPI or its agent.
If venue capacity applies, documentary evidence from the appropriate public authority of the licensed capacity must be provided to PPI or its agent.

TARIFF: **FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC**

TITLE: **CASH & CARRY / WAREHOUSES (no admission to the general public)**

EFFECTIVE DATE: **1st JANUARY 2023 - SEE NOTES BELOW**

ANNUAL TARIFF:

€ 36.89 for every 100 square metres or part thereof.

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (5) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.

TARIFF: **FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC**

TITLE: **ELECTION CAMPAIGNS**

EFFECTIVE DATE: **1st JANUARY 2023 - SEE NOTES BELOW**

TARIFF:

€ 27.54 per Candidate per Election Campaign.

NOTES:

- (1) This tariff covers the non-featured use of multiple sound recordings. The use of a specific recording as a featured or signature tune requires the specific consent of the copyright holder. Details on application.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (5) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.

TARIFF:	FOR THE PUBLIC USE OF SOUND RECORDINGS
TITLE:	CONCERT VENUES BACKGROUND MUSIC
EFFECTIVE DATE:	1st JANUARY 2023 - SEE NOTES BELOW

CONCERT VENUES - BACKGROUND MUSIC (BGM) TARIFF

AS ENTERTAINMENT DURING INTERVALS, BAND CHANGEOVERS etc.

<u>Aggregate Annual Attendance</u>			<u>Annual Fee €</u>
1	to	25,000	187.66
25,001	to	50,000	297.13
50,001	to	100,000	594.26
100,001	to	150,000	891.41
150,001	to	200,000	1,188.51
200,001	to	250,000	1,485.65
250,001	to	300,000	1,782.80
300,001	to	350,000	2,080.99
350,001	to	400,000	2,377.07
400,001	to	450,000	2,674.17
450,001	to	500,000	2,971.32
500,001	to	750,000	4,535.19
750,001	to	1,000,000	6,099.02

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) The above tariff applies to concert venues and premises not specifically catered for by other tariffs and does not cover DJ Presentations, or the use of background music in other areas such as bars or restaurants which are charged under the appropriate tariffs.
- (3) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (4) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (6) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.

TARIFF: FOR THE PUBLIC USE OF SOUND RECORDINGS

**TITLE: CONCERT VENUES
SPECIAL FEATURED ENTERTAINMENT**

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

CONCERT VENUES - SPECIALLY FEATURED ENTERTAINMENT TARIFF

AS SPECIALLY FEATURED ENTERTAINMENT AT CONCERTS (DJ SETS etc.)

63 cent PER ATTENDEE

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) The above tariff applies to concert venues and premises not specifically catered for by other tariffs.
- (3) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (4) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (6) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.



TARIFF

NO.

43

TARIFF: **FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC**

TITLE: **RECEPTION AREAS**

EFFECTIVE DATE: **1st JANUARY 2023 - SEE NOTES BELOW**

ANNUAL TARIFF:

€ 117.01

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (5) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.



TARIFF

NO.

44

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC

TITLE: AMATEUR DRAMATIC SOCIETIES

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

€ 89.69 per Society

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) For the Public Use of Sound Recordings solely as Background Music during the entry and exit of audiences and during the intervals and during the action of shows when the sound recordings are unaltered except that the sound recordings can be shortened.
- (3) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (4) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (6) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS AND BROADCASTS AS BACKGROUND MUSIC

TITLE: HOTEL RESTAURANTS AND CAFES - IRISH HOTELS FEDERATION MEMBERS ONLY, BY AGREEMENT WITH THE IHF

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

This tariff applies only to members of the Irish Hotels Federation

ANNUAL TARIFF:

<u>SEATING CAPACITY</u>	<u>FEE</u> €
Up to 20	85.52
21 to 40	162.50
41 to 60	243.75
61 to 80	324.99
81 to 100	406.25
101 to 150	536.64
151 to 200	715.48
201 to 250	868.81
Over 250	3.57 per seat

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) **Proof of IHF Membership must be furnished to PPI or its Agent within 3 months of the invoice being issued, in default of which Tariff 14 will apply.**
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (6) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.



TARIFF

NO.

46

TARIFF: **FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC**

TITLE: **SHIPS**

EFFECTIVE DATE: **1st JANUARY 2023 - SEE NOTES BELOW**

ANNUAL TARIFF:

€ 113.54 per vessel

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (5) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.



TARIFF

NO.

47

EFFECTIVE DATE
1st JANUARY 2023

PUBLIC PERFORMANCE OF SOUND RECORDINGS
COPYRIGHT AND RELATED RIGHTS ACT 2000

TERMS FOR BACKGROUND MUSIC IN LATE BARS AND OTHER VENUES
OPERATING OUTSIDE NORMAL LICENSING HOURS

1. The venue shall make payments to PPI or its agent in accordance with the tariff scale on pages 2 and 3 hereof.
2. The following information in respect of each calendar quarter shall be provided by the venue to PPI or its agent on the prescribed form within 14 days of the end of each calendar quarter:
 - (a) number of events held
 - (b) average attendances at events held
 - (c) average admission charges to events held, indicating the number of full price, concessionary price and complimentary admissions.
3. The remuneration due by the venue shall be paid to PPI or its agent quarterly in arrears within 7 days of receipt of invoice. Interest at the rate of 5% per annum above the AIB Bank plc triple A ('AAA') rate shall be charged on any sum due not paid to PPI or its agent by the due date.
4. All sums payable by the venue under this tariff are liable to Value Added Tax at the appropriate rate.
5. PPI or its agent reserves the right to require detailed written returns from the venue of all sound recordings publicly performed at events not exceeding 10% of the total number of events held in any calendar year. Such returns to include the title of the musical work recorded, the name of the recording artist, the label on which the sound recording was released as a record in Ireland, the prefix number of the record and the date and time of the public performance.
6. Effective from the date of renewal or commencement of a new dual music licence during the calendar year 2023.
7. PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
8. The venue shall indemnify both PPI and its agent against all and any expenses, costs, claims, damages and actions arising directly or indirectly from any breach by it of any of these terms.
9. In the event that a Dual Music Licence Contract is not executed then the receipt by PPI or its agent of the first calendar quarterly return due under term 2 above shall be deemed to be acceptance by the venue of these terms.

Contd./...

TARIFF: FOR THE PUBLIC USE OF SOUND RECORDINGS AS
BACKGROUND MUSIC

TITLE: LATE NIGHT BARS AND OTHER VENUES OPERATING OUTSIDE
NORMAL LICENSING HOURS

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTE 6 ON PAGE 1

ANNUAL FIXED PAYMENT:

€411.25

<u>ATTENDANCE/CAPACITY (See note (c) below)</u>			<u>FEE PER EVENT</u>
			€
0	to	50	4.08
51	to	100	12.22
101	to	150	20.38
151	to	200	28.53
201	to	250	36.68
251	to	300	44.82
301	to	350	52.97
351	to	400	61.13
401	to	450	69.27
451	to	500	77.42
501	to	550	85.57
551	to	600	93.73
601	to	650	101.87
651	to	700	110.02
701	to	750	118.17
751	to	800	126.33
801	to	850	134.47
851	to	900	142.62
901	to	950	150.77
951	to	1,000	158.93

Attendances in excess of 1,000 shall be calculated in bands of 50 in line with the above structure, and the figures applicable to those bands shall be rateably in line with the above figures, i.e. multiplying the mid-point of the band by the applicable per person rate of €0.16

contd./...

NOTES

- (a) This tariff applies to bars operating outside normal licensing hours with Special Exemption Orders obtained on foot of a Dance Licence, where original sound recordings are used strictly as background music, and dancing is prohibited by the establishment.

(b) **ADMISSION PRICE ADJUSTMENT FACTOR**

The above rates are applicable to events where the gross admission charge lies in the range of €10.68 to €13.47. Outside this range an admission price adjustment factor is to be applied to the above rates in accordance with the following table:-

<u>GROSS ADMISSION PRICE RANGE</u>			<u>ADMISSION PRICE ADJUSTMENT FACTOR</u>	<u>EFFECT ON ABOVE STANDARD RATES</u>
Nil	to	€5.42	0.55	45% Reduction
€5.43	to	€8.09	0.70	30% Reduction
€8.10	to	€10.68	0.85	15% Reduction
€10.69	to	€13.48	1.00	No Effect
€13.49	to	€16.13	1.15	15% Increase
€16.14	to	€18.82	1.30	30% Increase
€18.83	to	€21.57	1.45	45% Increase

A pro-rata adjustment factor shall apply to admission prices above: €21.57

(c) **INFLATION/DEFLATION**

For 2024 and future years the above annual fixed payment, per event fees and admission prices shall be adjusted in line with the Consumer Price Index (CPI).

For 2022 and previous years the above annual fixed payment, per event fees and admission prices shall be adjusted in line with the CPI.

(d) **EVENT LENGTH
HOURS**

ADJUSTMENT FACTOR

0 hrs to	1 hr 59 mins	0.55
2 hrs to	2 hrs 59 mins	0.85
3 hrs to	3 hrs 59 mins	1.00
4 hrs to	4 hrs 59 mins	1.15
5 hrs to	5 hrs 59 mins	1.30
over 6 hrs		1.45

- (e) Whether venue capacity or actual attendance applies will be a matter for agreement between the venue and PPI or its agent or, in default of agreement, at the election of PPI or its agent.
If venue capacity applies, documentary evidence from the appropriate public authority of the licensed capacity must be provided to PPI or its agent.

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC

TITLE: HOTEL BARS - IRISH HOTELS FEDERATION MEMBERS ONLY,
BY AGREEMENT WITH THE IHF

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

This Tariff has been agreed with the Irish Hotels Federation and applies to IHF members only

ANNUAL TARIFF FOR BACKGROUND MUSIC:

1. <u>BY MEANS OF SOUND RECORDINGS (cd / radio / satellite / cable / jukebox / digital file player, etc)</u>				€
Up	to	€ 100,000	Certified Turnover (see note 4 below)	€65.81
€ 100,001	to	€ 190,499	Certified Turnover (see note 4 below)	€131.61
€ 190,500	to	€ 380,999	Certified Turnover (see note 4 below)	€197.42
€ 381,000	to	€ 634,999	Certified Turnover (see note 4 below)	€263.23
Above	€ 635,000	Certified Turnover (see note 4 below)		€329.04
2. <u>BY MEANS OF TELEVISION ONLY (including cable and satellite but excluding audio-only and music video channels)</u>				€65.81

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) **Proof of Turnover and membership must be furnished to PPI or its Agent within 3 months of the invoice being issued, in default of which Tariff 13 will apply.**
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (6) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.

TARIFF:	FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS AND BROADCASTS AS BACKGROUND MUSIC
TITLE:	HOTEL BARS AND PUBLIC HOUSES - VFI MEMBERS BY AGREEMENT WITH THE VFI
EFFECTIVE DATE:	1st JANUARY 2023 - SEE NOTES BELOW

This Tariff has been agreed with the Vintners' Federation of Ireland and applies to VFI members only

ANNUAL TARIFF FOR BACKGROUND MUSIC:

1. BY MEANS OF SOUND RECORDINGS (cd / radio / satellite / cable / jukebox / digital file player etc)

				€
Up	to	€ 100,000	Certified Turnover (see note 4 below)	€65.81
€ 100,001	to	€ 190,499	Certified Turnover (see note 4 below)	€131.61
€ 190,500	to	€ 380,999	Certified Turnover (see note 4 below)	€197.42
€ 381,000	to	€ 634,999	Certified Turnover (see note 4 below)	€263.23
Above	€ 635,000	Certified Turnover (see note 4 below)		€329.04

2. BY MEANS OF TELEVISION ONLY (including cable and satellite but excluding audio-only and music video channels) €65.81

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) **Proof of Turnover and Membership must be furnished to PPI or its Agent within 3 months of the invoice being issued, in default of which Tariff 13 will apply.**
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (6) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.



TARIFF

NO.

50

TARIFF: FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS
AND BROADCASTS AS BACKGROUND MUSIC

TITLE: RESTAURANTS AND CAFES - APPLICABLE ONLY TO
MEMBERS OF THE RESTAURANTS ASSOCIATION OF
IRELAND

EFFECTIVE DATE 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF:

<u>SEATING CAPACITY</u>	<u>FEE</u>
	€
Up to 20	85.52
21 to 40	162.50
41 to 60	243.75
61 to 80	324.99
81 to 100	406.25
101 to 150	536.64
151 to 200	715.48
201 to 250	868.81
Over 250	3.57 per seat

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) **Proof of RAI Membership must be furnished to PPI or its Agent within 3 months of the invoice being issued, in default of which Tariff 14 will apply.**
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (6) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.



TARIFF

BOOK

2023

NOTIFICATION

D- Tariffs

PART II: TV - TRANSMISSION OF SOUND RECORDINGS

This section contains tariffs applicable to broadcasting, cable and internet transmission of TV.

70 LINEAR TRANSMISSION OF SOUND RECORDINGS

71 PAY-TV ON-DEMAND SERVICE

71A PAY-TV LIMITED CATCH-UP SERVICE

TARIFF:	FOR THE LINEAR TRANSMISSION OF SOUND RECORDINGS
TITLE:	LINEAR TV CHANNELS DELIVERED VIA BROADCAST (SATELLITE AND/OR TERRESTRIAL), CABLE AND/OR THE INTERNET
EFFECTIVE DATE:	1st JANUARY 2023

This tariff covers the use of sound recordings by linear television channels available via broadcast transmissions (satellite and/or terrestrial) and/or cable programme services and/or the internet.

Television Channels which are covered by the Cable Operators Agreement (as listed in the notes below) are not subject to this tariff.

1. **BROAD-FORMAT & GENRE-SPECIFIC CHANNELS (EXCLUDING MUSIC TELEVISION CHANNELS)**

Annual Licence Fee

0.1% of Net Commercial Revenue (see notes below)

or

€1,168.22 per method of transmission
whichever is the greater

2. **MUSIC TELEVISION CHANNELS** (*i.e. channels whose broadcast output is predominantly or exclusively focussed on music and music topics*)

Annual Licence Fee

0.1% of Net Commercial Revenue (see notes below)

or

€5,835.23 per method of transmission
whichever is the greater

TARIFF

NO.

70

Notes:

**EFFECTIVE DATE
1st JANUARY 2023**

- (1) The Annual Licence Fee will apply per channel.
- (2) A time-shift channel will be limited to the minimum fee for the purpose of the Annual Licence Fee calculation. Any Net Commercial Revenue for a time-shift channel shall be reported against the channel originally transmitted.
- (3) The following are treated as separate methods of transmission under this tariff and will each attract a separate minimum fee: i) broadcasts via satellite or terrestrial transmissions, ii) inclusion in a cable programme service iii) the internet. The Annual Licence Fee is the greater of the sum of the minimum fees applicable or a share of Net Commercial Revenue.
- (4) The channels covered by the Cable Operators Agreement may vary from time to time. As of the effective date of this tariff, the channels are: BBC 1, SD & HD, BBC 2 SD & HD, BBC 4 SD & HD, CBBC SD & HD, Cbeebies SD & HD, and BBC News SD & HD, ITV 3 and ITV 4.
- (5) This tariff does not cover the broadcast of music videos, in whole or in part. A separate tariff is available for the broadcast of music videos.
- (6) This tariff does not cover any on-demand, download and/or catch-up services which allow members of the public to access content at a place and at a time individually chosen by them (including any interactive functionality).
- (7) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (8) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI)
- (9) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
- (10) For the purposes of this tariff, save where otherwise defined in the relevant licence agreement:

“Gross Commercial Revenue” means all revenue, whether in money or money’s worth, paid or payable to the Licensee (or any person, firm, company or entity which is a member, associate, holding company, subsidiary or agent of the Licensee, or any third party on behalf of the Licensee) in connection with a Licensed Service and in each case computed on an invoiced sales basis including, without limitation, and by way of example only:

 - i) advertising revenue;
 - ii) sponsorship revenue;

- iii) barter and contra deals (the reasonable commercial value of which shall be reported by the Licensee as if regular billing had been made for the airtime based on the time of day and audience reach of the transmission);
- iv) telephony revenue;
- v) donations;
- vi) if applicable, revenues derived from the Internet Simulcast of a Channel and any webpage from which the user can access the Internet Simulcast (where more than one Channel is licensed under this Agreement such webpage revenues to be allocated on the basis of the number of streams per Channel in comparison to the total number of streams from the webpage);
- vii) revenues derived from any operators of transmission platforms (such as cable or satellite) and
- viii) subscription revenue,

PROVIDED THAT if any revenues do not exclusively relate to transmission of the Licensed Service in the Territory, such revenues shall be included in accordance with any contractually specified allocation for the Territory (where such contractually specified allocation is both relevant and reasonable), or in the absence of which, in accordance with the pro rata share of the revenue by reference to the number of homes connected in the Territory in comparison to the overall number of homes connected receiving the Licensed Service both within and outside the Territory.

“Net Commercial Revenue” means Gross Commercial Revenue less the following (in each case where actually incurred and in respect of the same year of the Licence Period as the revenue from which it is being deducted):

- i) in the case of advertising and sponsorship revenue, combined agency and selling agent commission up to a maximum of 17.5% (and in the case of sponsorship revenue only, combined agency and selling agent commission up to a maximum of 25%); and
- ii) bad debts.

- (11) A full copy of PPI’s standard licence agreement for this tariff is available on request. Terms used and not otherwise defined in this tariff have the meanings given in the relevant licence agreement.

EFFECTIVE DATE
1st JANUARY 2023

TARIFF:	FOR THE MAKING AVAILABLE OF SOUND RECORDINGS AS PART OF TV PROGRAMMES
TITLE:	PAY-TV ON-DEMAND SERVICE TARIFF
EFFECTIVE DATE:	1st JANUARY 2023

This Pay-TV On-Demand Service tariff covers the making available of sound recordings as part of TV programmes on certain paid-for TV services that allow subscribers to access TV programmes on-demand (i.e. at a time individually chosen by them).

The tariff covers on-demand streaming **and/or** DRM-protected temporary downloads of TV programmes via the licensed service.

More details of the rights covered and restrictions are set out in the Notes section below.

Licence Fees

The greater of:

- **€0.0689 per subscriber per month; or**
- **a minimum annual fee of €11,476**

Notes:

- (1) This tariff only applies to paid-for TV services that offer on-demand TV content and also provide access to linear TV channels (N.B. the provision of linear TV channels is subject to payment of a separate licence fee under PPI's Tariff 70)
- (2) This tariff only applies to a service operated by the licensee and content delivered via: (a) a set-top box (or equivalent device) provided to support the licensed service; and/or (b) from the licensee's website/servers; and/or (c) the licensee's app.
- (3) Main Exclusions*: This tariff does not cover any of the following:
 - a. Subscription Video On-Demand ('SVOD') services.
 - b. The making available of music videos.
 - c. The making available of any pay-per-view content.

- d. Providing downloads of content that continue to be accessible to a customer after they cease to be a subscriber to the service.
- e. Other than as permitted by section 101 of the Copyright and Related Rights Act 2000 the licensed service must not enable programmes to be permanently downloaded.
- f. The use of commercial sound recordings for the purpose of advertising or sponsorship.

** Full details of all the relevant exclusions and restrictions are set out in PPI's standard licence agreement for this tariff.*

PPI may be able to offer a separate licence for 3(a), 3(b) or 3(c) above but will require specific licence fees to be negotiated based on the details of the service offering.

The relevant recording rightsholder(s) should be contacted directly to discuss a potential licence for any use of commercial sound recordings as per 3(d), 3(e) or 3(f) above.

- (4) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (5) PPI reserves the right to amend these terms upon giving notice to the Controller of Intellectual Property in writing to that effect.
- (6) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (7) This is only a guide to the licence terms. A full copy of PPI's standard licence agreement for this tariff is available on request. Terms used and not otherwise defined in this tariff have the meanings given in the relevant licence agreement.

EFFECTIVE DATE
1st JANUARY 2023

TARIFF:	FOR THE MAKING AVAILABLE OF SOUND RECORDINGS AS PART OF TV PROGRAMMES
TITLE:	PAY-TV LIMITED CATCH-UP SERVICE TARIFF
EFFECTIVE DATE:	1st JANUARY 2023

This Pay-TV Limited Catch-up Service tariff covers the making available of sound recordings as part of TV programmes in paid-for TV catch-up services that allow subscribers to access previously transmitted TV programmes on-demand (i.e. at a time individually chosen by them) for a limited time period.

The tariff covers on-demand streaming of either up to:

- (a) **7 (seven) days** of the most recent transmission of the relevant programme on a channel on the service, or
- (b) **30 (thirty) days** of the most recent transmission of the relevant programme on a channel on the service

The tariff does not cover the provision of downloads.

More details of the rights covered and restrictions are set out in the Notes section below.

Licence Fees

(a) On-demand streaming up to 7 days	(b) On-demand streaming up to 30 days
The greater of: <ul style="list-style-type: none"> • €0.0229 per subscriber per month; or • a minimum annual fee of €5,738 	The greater of: <ul style="list-style-type: none"> • €0.0344 per subscriber per month; or • a minimum annual fee of €8,607.69

Notes:

- (1) This tariff only applies to paid-for TV services that offer on-demand TV catch-up content and also provide access to linear TV channels (N.B. the provision of linear TV channels is subject to payment of a separate licence fee under PPI's Tariff 70).
- (2) This tariff only applies to a service operated by the licensee and content delivered via: (a) a set-top box (or equivalent device) provided to support the licensed service; and/or (b) from the licensee's website/servers; and/or (c) the licensee's app.

- (3) Main Exclusions*: This tariff does not cover any of the following:
- a. Making available TV programmes for streaming on-demand for more than (a) 7 days or (b) 30 days (as appropriate) after the most recent linear transmission of the relevant programme on a channel available on the service.
 - b. Other than as permitted by section 101 of the Copyright and Related Rights Act 2000 enabling programmes to be downloaded or otherwise made available for viewing "offline".
 - c. Making available any TV programmes that have not previously been transmitted by a channel available on the service (including any so-called 'series stacking').
 - d. Subscription Video On-Demand ('SVOD') services.
 - e. The making available of music videos.
 - f. The making available of any pay-per-view content.
 - g. The use of commercial sound recordings for the purpose of advertising or sponsorship.

** Full details of all the relevant exclusions and restrictions are set out in PPI's standard licence agreement for this tariff.*

PPI may be able to offer a separate licence for any of the acts referred to in 3(a) to 3(f) above but will require specific licence fees to be negotiated based on the details of the service offering.

The relevant recording rightsholder(s) should be contacted directly to discuss a potential licence for any use of commercial sound recordings as per 3(g) above.

- (4) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (5) PPI reserves the right to amend these terms upon giving notice to the Controller of Intellectual Property in writing to that effect.
- (6) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (7) This is only a guide to the licence terms. A full copy of PPI's standard licence agreement for this tariff is available on request. Terms used and not otherwise defined in this tariff have the meanings given in the relevant licence agreement.



**TARIFF
BOOK
2023**

NOTIFICATION

D- Tariffs

PART III: RADIO - TRANSMISSION OF SOUND RECORDINGS

This section contains tariffs applicable to the transmission of radio signals via traditional broadcasting, cable and via the internet.

- 72 RADIO STATIONS DELIVERED VIA CABLE, SATELLITE OR DAB
- 73 NATIONAL COMMERCIAL RADIO STATIONS
- 74 METROPOLITAN RADIO STATIONS
- 75 INDEPENDENT LOCAL RADIO STATIONS
- 76 TALK STATIONS WITH LESS THAN 5% MUSIC USAGE
- 77 INTERNET RADIO SERVICES
- 78 NON-COMMERCIAL COMMUNITY RADIO STATIONS
- 79 SCHOOL RADIO - WEBCASTING OF SOUND RECORDINGS



TARIFF

NO.

72

TARIFF:	FOR THE BROADCASTING OF SOUND RECORDINGS
TITLE:	RADIO STATIONS DELIVERED EITHER DIRECT-TO-HOME VIA SATELLITE OR VIA CABLE PLATFORMS OR VIA DIGITAL AUDIO BROADCASTING (DAB)
EFFECTIVE DATE:	1st JANUARY 2023

This tariff covers the use of sound recordings by radio stations on DAB, satellite or cable platforms.

BBC Radio channels which are covered by the Cable Operators Agreement or which are licensed for reception in the Republic of Ireland by PPL are not subject to this tariff.

1. RADIO STATIONS ALREADY LICENSED BY PPI FOR TERRESTRIAL ANALOGUE BROADCASTING

Annual Licence Fee

€614.93

2. RADIO STATIONS NOT REQUIRING A PPI TERRESTRIAL ANALOGUE BROADCAST LICENCE

Annual Licence Fee

€1,229.85

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.



TARIFF

NO.

73

EFFECTIVE DATE
1st JANUARY 2023

BROADCASTING OF SOUND RECORDINGS

COPYRIGHT AND RELATED RIGHTS ACT 2000

PPI TERRESTRIAL BROADCAST TARIFF FOR NATIONAL COMMERCIAL RADIO STATIONS

Set out hereunder are the terms on which PPI is prepared to licence traditional terrestrial broadcasting of PPI-controlled sound recordings by national commercial radio broadcasters:-

1. **Rates:**

Licence fees shall be calculated by reference to Net Advertising Revenue (NAR). The amounts payable shall be as follows

- (i) 4.2% of the first €5,588,000 NAR
- (ii) 4.5% of NAR between €5,588,001 and €12,022,000
- (iii) 5.25% of NAR above €12,022,001

These NAR bands will be adjusted annually, on 1st January, in line with the Consumer Price Index (CPI).

2. **Net Advertising Revenue**

NAR is defined as gross audited on-air income less an all-in reduction of 23%. On-air income shall include gross (i.e. gross of any commissions paid or agency discounts allowed) advertising sales invoiced and gross sponsorship income. Contra deals are not included.

3. **Calendar Year Ending 31st December 2023**

PPI and the Broadcaster shall agree an estimated liability for the period ending 31st December 2023, based on projected NAR for this period. This liability shall then be discharged by monthly standing order payments. If, at the end of the period it transpires that the amount paid was actually in excess of the actual sum payable, PPI will refund the excess, or it may be credited against future liabilities, as the parties agree. If the sum paid is less than the sum actually due, the Broadcaster must forward the balance to PPI within 60 days of the end of the period.

The broadcaster shall furnish PPI with a statement from its auditors verifying the NAR figure for this period and all subsequent years ending 31 December.

4. **2024 and Future Years**

The Broadcaster shall supply PPI with a statement of projected NAR for each calendar year by 1st December in the previous year. The Broadcaster shall promptly answer all reasonable queries from PPI regarding this statement. Based on this projection, an estimated liability shall be computed and discharged by monthly standing order payments.



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EFFECTIVE DATE
1st JANUARY 2023

5. **VAT**

All licence fees payable are subject to Value Added Tax at the prevailing rate.

6. **Lead-in Discounts**

Discounts shall be applied as follows:

Year 1 =	50%
Year 2 =	25%
Year 3 =	20%
Year 4 =	12.5%
Year 5 =	7.5%

7. **Airplay Logs**

Detailed written returns of all sound recordings broadcast shall be provided by the Broadcaster to PPI on a monthly basis and shall include the title of the musical work recorded, the name of the recording artist, the label on which the recording was released in Ireland, the prefix number on the recording, the duration for which it was broadcast, and the time and date of the broadcast. PPI reserves the right to amend, vary or waive the requirements of this provision.

8. **Right of Audit**

PPI reserves the right from time to time, but not more than once in each calendar year, upon reasonable notice to require the Broadcaster to make its books and records available to PPI, or its designated representative, for the purpose only of verifying any returns made by the Broadcaster pursuant to the above terms. PPI shall bear the cost of any such audit, unless as a result, additional licence fees greater than the cost of the audit become payable, in which case the cost of the audit shall be borne by the Broadcaster.

9. **Indemnities**

The Broadcaster shall indemnify PPI against all and any expenses, costs, claims, damages and actions arising directly or indirectly from any breach by it of any of these terms.

10. **Amendments**

PPI reserves the right to amend these terms upon giving notice to a radio station and the Controller of Intellectual Property in writing to that effect. The said terms may further be varied by mutual agreement.

11. **Acceptance**

The receipt by PPI of the first monthly payment due under term 4 above shall be deemed to be acceptance by the radio station of these terms.



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NO.

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EFFECTIVE DATE
1st JANUARY 2023

BROADCASTING OF SOUND RECORDINGS

COPYRIGHT AND RELATED RIGHTS ACT 2000

PPI TERRESTRIAL BROADCAST TARIFF FOR METROPOLITAN RADIO STATIONS

Set out hereunder are the terms on which PPI is prepared to licence traditional terrestrial broadcasting of PPI-controlled sound recordings by radio stations based in metropolitan areas.

1. **Rates:**

Licence fees shall be calculated by reference to Net Advertising Revenue (NAR). The amounts payable shall be as follows

- (i) 4.2% of the first €2,194,000 NAR
- (ii) 4.5% of NAR between €2,194,001 and €8,780,000
- (iii) 5.25% of NAR above €8,780,001

These NAR bands will be adjusted annually, on 1st January, in line with the Consumer Price Index (CPI).

2. **Net Advertising Revenue**

NAR is defined as gross audited on-air income less an all-in reduction of 23%. On-air income shall include gross (i.e. gross of any commissions paid or agency discounts allowed) advertising sales invoiced and gross sponsorship income. Contra deals are not included.

3. **Calendar Year Ending 31st December 2023**

PPI and the Broadcaster shall agree an estimated liability for the period ending 31st December 2023, based on projected NAR for this period. This liability shall then be discharged by monthly standing order payments. If, at the end of the period it transpires that the amount paid was actually in excess of the actual sum payable, PPI will refund the excess, or it may be credited against future liabilities, as the parties agree. If the sum paid is less than the sum actually due, the Broadcaster must forward the balance to PPI within 60 days of the end of the period.

The Broadcaster shall furnish PPI with a statement from its auditors verifying the NAR figure for this period and all subsequent years ending 31 December.

4. **2024 and Future Years**

The Broadcaster shall supply PPI with a statement of projected NAR for each calendar year by 1st December in the previous year. The Broadcaster shall promptly answer all reasonable queries from PPI regarding this statement. Based on this projection, an estimated liability shall be computed and discharged by monthly standing order payments.



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EFFECTIVE DATE
1st JANUARY 2023

5. **VAT**

All licence fees payable are subject to Value Added Tax at the prevailing rate.

6. **Lead-in Discounts**

Discounts shall be applied as follows:

Year 1	=	50%
Year 2	=	25%
Year 3	=	20%
Year 4	=	12.5%
Year 5	=	7.5%

7. **Airplay Logs**

Detailed written returns of all sound recordings broadcast shall be provided by the Broadcaster to PPI on a monthly basis and shall include the title of the musical work recorded, the name of the recording artist, the label on which the recording was released in Ireland, the prefix number on the recording, the duration for which it was broadcast, and the time and date of the broadcast. PPI reserves the right to amend, vary or waive the requirements of this provision.

8. **Right of Audit**

PPI reserves the right from time to time, but not more than once in each calendar year, upon reasonable notice to require the Broadcaster to make its books and records available to PPI, or its designated representative, for the purpose only of verifying any returns made by the Broadcaster pursuant to the above terms. PPI shall bear the cost of any such audit, unless as a result, additional licence fees greater than the cost of the audit become payable, in which case the cost of the audit shall be borne by the Broadcaster.

9. **Indemnities**

The Broadcaster shall indemnify PPI against all and any expenses, costs, claims, damages and actions arising directly or indirectly from any breach by it of any of these terms.

10. **Amendments**

PPI reserves the right to amend these terms upon giving notice to a radio station and the Controller of Intellectual Property in writing to that effect. The said terms may further be varied by mutual agreement.

11. **Acceptance**

The receipt by PPI of the first monthly payment due under term 4 above shall be deemed to be acceptance by the radio station of these terms.



TARIFF

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EFFECTIVE DATE
1st JANUARY 2023

BROADCASTING OF SOUND RECORDINGS

TERMS FOR INDEPENDENT LOCAL RADIO STATIONS

1. The radio station shall pay equitable remuneration to PPI computed in accordance with the tariff scale on Page 3 hereof.
2. 'Income' means the aggregate of any gross licence fee income received, Net Advertising Revenue received, revenue received from subscriptions and donations, income received from sponsorship (other than "off-air" sponsorship) less incremental costs directly and reasonably incurred by the Licensee in producing sponsored outside broadcast events subject to said costs not exceeding the sponsorship income, and income received in a form other than money e.g. contra deals and barter arrangements and in such cases the arrangement shall be fully described and its reasonable value reported as if a regular billing had been made.
3. 'Net Advertising Revenue' ('NAR') means the gross revenue derived and actually received by the radio station from the sales of advertising time within its broadcasting time less actual agency discounts and commissions allowed in relation to such sales not exceeding 23%. NAR shall include all payments received, whether in money or in any form, and where in a form other than money (e.g. contra deals) shall be described and its reasonable value reported as if a regular billing had been made.
4. All radio stations must sign a monthly standing order form for an amount which it is estimated (by agreement between PPI and the radio station) will be payable to PPI for each twelve month period commencing 1 January 1995. If at the end of any twelve calendar month period it transpires that the amount paid was in excess of the sum payable, PPI will refund the excess paid to the radio station. If the sum paid by the radio station is less than actually due, the radio station must forward the balance due to PPI within 31 days of the end of that calendar year.
5. The radio station shall furnish a statement of projected income for each calendar year by 1 December in the previous year. The radio station shall promptly answer all reasonable queries from PPI regarding this statement of projected income. In addition the radio station shall furnish PPI with a statement from its Auditors verifying the income figures of each calendar year.
6. Interest at the rate of 1% per month above the AIB Banks plc triple A ('AAA') rate shall be charged on any sum due not paid to PPI by the due date.
7. All sums payable by the radio station under this tariff are liable to Value Added Tax at the appropriate rate.

contd./...



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1st JANUARY 2023

8. 'Music Usage', insofar as it has a bearing on the scale of charges at page 3 hereof, means the proportion (expressed in percentage terms) of total daily broadcasting time occupied by the broadcasting of sound recordings and shall be calculated by taking the amount of hours for which sound recordings are broadcast in the period commencing at 7.30am on each day and ending at 10.00pm on that day and dividing such amount by 14.5 and multiplying the fraction by 100.

9. The following percentage reductions shall apply to the tariff during the first five years of operations:-

Year 1	50%
Year 2	25%
Year 3	20%
Year 4	12.5%
Year 5	7.5%

If broadcasting commenced after 1 April in any particular year, the Year 1 discount shall apply to the year ending 31 December of the following year.

10. Detailed written returns of all sound recordings broadcast shall be provided by the radio station to PPI on a monthly basis and shall include the title of the musical work recorded, the name of the recording artist, the label on which the sound recording was released as a record in Ireland, the prefix number on the record, and the duration for which the sound recording was broadcast in each instance and the date and time of the broadcast. In accordance with Clause 12 below, PPI reserves the right to amend, vary or waive the requirements of this provision.
11. PPI reserves the right from time to time upon reasonable notice to require a radio station to make its books and records available to PPI for the purpose only of verifying any returns made by the radio station pursuant to the above terms.
12. PPI reserves the right to amend these terms upon giving notice to a radio station and the Controller of Intellectual Property in writing to that effect. The said terms may further be varied by mutual agreement.
13. The radio station shall indemnify PPI against all and any expenses, costs, claims, damages and actions arising directly or indirectly from any breach by it of any of these terms.
14. The receipt by PPI of the first monthly payment due under term 4 above shall be deemed to be acceptance by the radio station of these terms.

contd./...

TARIFF: FOR THE BROADCASTING OF SOUND RECORDINGS
TITLE: INDEPENDENT LOCAL RADIO STATIONS
EFFECTIVE DATE: 1st JANUARY 2023

Annual Income Band	Band Amount	Individual Band Tariff (%)	Individual Band Tariff (€)	Cumulative Top of Band Tariff (€)	Tariff Amount as % of Income
€ €	€	%	€	€	%
0 - 119,457	119,458	1.30	1,553	1,553	1.30
119,458 - 238,915	119,458	1.95	2,329	3,882	1.63
238,916 - 358,373	119,458	2.60	3,106	6,988	1.95
358,374 - 593,843	235,470	3.25	7,653	14,641	2.47
593,844 - 948,772	354,928	3.90	13,842	28,483	3.00
948,773 - 1,424,307	475,535	4.55	21,637	50,120	3.52
1,424,308 - 1,899,842	475,535	5.20	24,728	74,848	3.94
1,899,843 - 2,375,377	475,535	5.85	27,819	102,667	4.32
2,375,378 - 2,966,924	591,547	6.50	38,451	141,117	4.76
2,966,925 - 3,558,472	591,547	7.15	42,296	183,413	5.15
3,558,473 - 4,150,019	591,547	7.80	46,141	229,554	5.53
4,150,020 - 4,741,566	591,547	8.45	49,986	279,539	5.90
4,741,567 - 5,333,113	591,547	9.10	53,831	333,370	6.25
5,333,114 - 5,924,661	591,547	9.75	57,676	391,046	6.60
5,924,662 - 7,113,498	1,188,838	10.40	123,639	514,685	7.24
7,113,499 - 9,484,282	2,370,784	11.05	261,972	776,657	8.19
9,484,283 - 11,855,065	2,370,784	11.70	277,382	1,054,038	8.89
11,855,066 - plus		12.35			

NOTES:

USAGE FACTOR ADJUSTMENT

The above tariff amounts and percentages apply where PPI needletime amounts to 65% of total transmission time. Where PPI needletime does not amount to 65% of total transmission time, an adjustment factor representing the proportion that the actual PPI needletime percentage bears to 65% is applied to the above tariff amounts, e.g.:

PPI NEEDLETIME %

40%

55%

70%

ADJUSTMENT FACTOR

40/65ths

55/65ths

70/65ths

INFLATION / DEFLATION

For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).



TARIFF

NO.

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Effective Date: 1st January 2023

BROADCASTING OF SOUND RECORDINGS

TERMS FOR "TALK" RADIO STATIONS WITH LESS THAN 5% MUSIC USAGE

1. Definition of "Talk" Radio

Radio stations whose total broadcast output consists of greater than 0.5% but less than 5% of PPI's members' repertoire.

2. The Tariff

The radio station shall pay equitable remuneration to PPI at the rate of 0.5% of its Net Advertising Revenue.

3. Net Advertising Revenue

Net Advertising Revenue is defined as gross audited on-air income less an all-in deduction of 23%. On-air income shall include gross advertising sales invoiced and gross sponsorship income.

4. Payment

- (i) All radio stations must sign a monthly standing order form for an amount which it is estimated (by agreement between PPI and the radio station) will be payable to PPI for each twelve month period commencing 1st January 2009.
- (ii) At the end of each 12 calendar month period, and as soon as is reasonable, the radio station shall furnish PPI with a statement from its auditors certifying the Net Advertising Revenue of that period, and any deductions therefrom. The statement will be in a form prescribed by PPI.
- (iii) PPI shall then calculate the actual licence fee due for that period, in accordance with the tariff scale set out above.
- (iv) If, as a result of this calculation, there is an overpayment by the radio station, PPI shall immediately refund the excess paid to the radio station, or the radio station may elect to have the overpayment credited against future licence fees.
- (v) If the calculation results in an underpayment to PPI, the radio station shall immediately forward the balance due to PPI.
- (vi) Interest at the rate of 1% per month above the AIB Bank plc triple A ('AAA') rate shall be charged on any sum due not paid to PPI by the due date.

5. Value Added Tax

All sums payable by the radio station under this tariff are liable to VAT at the appropriate rate.

6. Audits

PPI reserves the right from time to time upon reasonable notice to require a radio station to make its books and records available to PPI for the purpose only of verifying any returns made by the radio station pursuant to these terms.

contd./...



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Effective Date: 1st January 2023

7. Music Usage

Music Usage, insofar as it has a bearing on the licence fee payable by a talk-based radio station, means the proportion (expressed in percentage terms) of total daily broadcasting time occupied by the broadcasting of sound recordings and shall be calculated by taking the amount of hours for which sound recordings are broadcast in the period commencing at 7.30am on each day and ending at 10.00pm on that day and dividing such amount by 14.5 and multiplying the fraction by 100.

8. PPI Music Reports

Detailed returns of all sound recordings broadcast shall be provided by the radio station to PPI on a monthly basis and shall include the programme title, the title of the musical work recorded, the name of the recording artist, the label on which the sound recording was released as a record in Ireland, the catalogue number on the record, and the duration for which the sound recording was broadcast in each instance and the date and time of the broadcast.

9. Discounts for New Stations

- (i) The following percentage reductions shall apply to the tariff during the first five years of a radio station's operations:-
- | | |
|--------|-------|
| Year 1 | 50% |
| Year 2 | 25% |
| Year 3 | 20% |
| Year 4 | 12.5% |
| Year 5 | 7.5% |
- (ii) If broadcasting commenced after 1st April in any particular year, the Year 1 discount shall apply to the year ending 31st December of the following year.

10. Amendment / Waiver

PPI reserves the right to amend these terms upon giving notice to a radio station and the Controller of Intellectual Property in writing to that effect. The said terms may further be varied by mutual agreement.

11. Indemnity

The radio station shall indemnify PPI against all and any expenses, costs, claims, damages and actions arising directly or indirectly from any breach by it of any of these terms.

12. Inflation/Deflation

For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).

13. Acceptance

The receipt by PPI of the first monthly payment due under term 2 above shall be deemed to be acceptance by the radio station of these terms.



TARIFF

NO.

77

Effective Date: 1st January 2023

INTERNET RADIO SERVICES

SMALL WEBCASTERS, LINEAR WEBCASTERS, AND SEMI-INTERACTIVE WEBCASTERS

INTERNET SIMULCASTING OF BROADCASTS, PODCASTS FEATURING MUSIC CLIPS, AND CATCH-UP / ARCHIVED PROGRAMMES OF TERRESTRIAL PUBLIC AND COMMERCIAL INDEPENDENT RADIO STATIONS LICENSED BY THE BROADCASTING AUTHORITY OF IRELAND

Charges 1-3 under this licensing scheme (see page 5) apply to any Webcaster or Internet radio service intending to include Sound Recordings in a Small Webcast Service, a Linear Webcast Service, or a Semi-Interactive Webcast Service.

Charges 4-7 under this licensing scheme (see pages 5-6) apply to any terrestrial public and commercial independent radio stations licensed by the Broadcasting Authority of Ireland intending to include Sound Recordings in an Internet Simulcast Service, Podcasts Featuring Music Clips, or a Catch-Up / Archived Programme Service.

The station ('the Licensee') shall notify PPI that it wishes to do one or both of the above ('the Service') prior to first going on air and shall pay licence fees to PPI in accordance with the applicable scale of charges on pages 5 and 6.

This Tariff does not cover the licensing of subscription services.

PPI does not license music services that offer downloads or on-demand streams of individual music tracks, for example Spotify, Deezer, Apple Music, YouTube, or services that enable the upload of content by the general public such as YouTube, Instagram or Facebook. If a Licensee wishes to use such services it must get permission from the owner of the copyright in the sound recording in question.

SERVICE DEFINITIONS

The words and phrases contained in this Tariff shall have the following meanings:-

Small Webcast Service	An Internet-only radio service with annual revenues of less than €6,000 and serving no more than 200,000 individual streams annually. Subject to the limitations above, a Small Webcast Services may offer similar functionality to a Linear Webcast Service and a Semi-Interactive Webcast Service.

Effective Date: 1st January 2023

Semi-Interactive Webcast Service	<p>An Internet-only radio service with annual revenues in excess of €6,000 and and/or serving more than 200,000 individual Streams annually.</p> <p>A 'skip' facility may be included but only to the extent that it enables the listener to move to the beginning of the next Track in the Stream. The listener may pause any Track and may also be allowed to 'skip' Music Tracks up to six times per hour. The listener shall not be permitted to request specific Music Tracks or artists.</p>
Internet Simulcast Service	<p>The simultaneous, unaltered, non-interactive transmission via the Internet of terrestrial broadcasts.</p> <p>Simulcast services may include a facility to pause the programme. A fast-forward facility may be included but only to the extent that it enables the listener to 'catch up' with the real-time terrestrial broadcast.</p>
Podcasts Featuring Music Clips	<p>A digital file containing excerpts of previously transmitted material which may be downloaded by listeners.</p> <p>The Licensee may offer Podcasts for download via its website or other platform by which it interacts with its listeners.</p> <p>If a Podcast contains Music Tracks, the duration of each Track must be edited down to no more than 30 seconds in duration and each Track may only be used once in any Podcast. Where a Track is used in a number of different Podcasts, the same 30 second clip must be used each time.</p>
Catch-Up / Archived Programme Service	<p>A previously transmitted programme which is available repeatedly on the demand of a user and which is performed in the same order from the beginning to end. An Archived Programme may not be downloaded by listeners to the Service; it can only be made available as a streamed transmission.</p>

Effective Date: 1st January 2023

OTHER KEY DEFINITIONS

Dubbing	<p>The transfer or copying of a Music Track from one medium (e.g. a CD or digital file on a portable Player) to another of the same or a different type (e.g. a digital file on a playout server database). Save for what the Licensee is permitted to do below, a Music Track may not be copied without the express consent of the owner of the copyright in the Track.</p> <p>The Licensee may make copies of authorised (i.e. obtained from legitimate sources) Music Tracks but only for the purpose of their subsequent transmission as part of the Service. If the Licensee maintains such copies on a digital database, the database should only be used for the purpose of transmitting the copied Music Tracks held in it and it must be secured from unauthorised access. The Licensee may not, under any circumstances or for any purposes (including station promotion purposes), copy Music Tracks in full or in part, onto any portable media devices such as CDs, memory cards, USB keys, portable hard drives, laptops or other similar devices.</p> <p>A Dubbing fee equivalent to 15% of the annual licence fee calculated in accordance with the scale of charges below, shall be payable by the Licensee to cover the copying of Music Tracks for the purposes of their subsequent transmission as part of the Service.</p>
PPI Repertoire	<p>All Sound Recordings ("Music Tracks") in which PPI controls the rights applicable under this Tariff.</p>
Track and Artist Information	<p>The Licensee may give advance information (either via the Licensee's website or social media interface or announced through the Service) as to the specific Tracks that will be played in the future but shall not specify the time(s) at which the Track or Tracks will be played.</p> <p>The Licensee of a Webcasting Service may include, strictly simultaneously with the transmission of a Music Track, data which shows the artist name and Track title.</p>



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NO.

77

Effective Date: 1st January 2023

REPORTING AND PAYMENT

The Annual Minimum Licence Fee will be invoiced by PPI in advance.

The Licensee shall pay PPI's invoice within 30 days of receiving it.

The Licensee will need to provide reporting to PPI as follows (PPI's music usage reporting format is available on request).

	<u>Number of Streams</u>	<u>Revenue</u>	<u>Music usage</u>
<u>Small Webcast Licence</u>	Annually, on request	On request	Annually, On request
<u>Linear Webcast Licence</u>	Quarterly	Annually	Quarterly, on request
<u>Semi-Interactive Webcast Licence</u>	Quarterly	Annually	Quarterly, on request
<u>Internet Simulcast Licence</u>	Quarterly, on request	Annually	Quarterly, on request. Not required if already supplied for primary broadcast
<u>Podcasts Featuring Music Clips</u>	Quarterly, on request	Annually	Quarterly, on request
<u>Catch-Up / Archived Programme Service</u>	Quarterly, on request	Annually	Quarterly, on request

Where a Licensee reports a number of Streams that, when multiplied by the Rate per Track per Stream on page 5, exceeds the Minimum Annual Licence Fee paid by the Licensee at the start of the calendar year, PPI will issue an invoice for the additional licence fee owed. The Licensee shall pay PPI's invoice within 30 days of receipt.

PPI also has the right, upon reasonable notice and not more than once in any calendar year, to examine the Licensee's books and records for the sole purpose of verifying the accuracy of the data upon which the Streaming revenue and/or usage report(s) are based. Alternatively, PPI may appoint an auditor to visit the Licensee's premises to carry out the review on PPI's behalf.

If a Webcast or Simulcast is made available to listeners outside the Territory, i.e. it is not 'geo-blocked' or restricted to reception by IP addresses within the Territory, then the Licensee must provide PPI with a quarterly usage report detailing the territories in which Streams are received, the duration and number of such Streams and the number of Tracks Streamed in each case. Please contact PPI for full details.

Effective Date: 1st January 2023

SCALE OF CHARGES

All charges are subject to Value Added Tax at the prevailing rate.
All Per Track Per Stream rates are inclusive of Dubbing.

1. **SMALL WEBCASTERS** (*annual revenue < €6,000 and < 200,000 total streams*)

(a) Minimum Annual Licence Fee for Webcasting per channel:	€209.02
(b) Minimum Annual Licence Fee for Dubbing per channel:	€36.85
Total Minimum Annual Licence Fee per channel:	€245.87

2. **LINEAR WEBCASTERS** (*annual revenue > €6,000 and/or > 200,000 total streams*)

(a) Per Track Per Stream (i.e. individual listener):	€0.00141
(b) Minimum Annual Licence Fee for Webcasting per channel:	€522.52
(c) Minimum Annual Licence Fee for Dubbing per channel:	€92.20
Total Minimum Annual Licence Fee per channel:	€614.72

3. **SEMI-INTERACTIVE WEBCASTERS** (*annual revenue > €6,000 and/or > 200,000 total streams*)

(a) Per Track Per Stream (i.e. individual listener):	€0.00230
(b) Minimum Annual Licence Fee for Webcasting per channel:	€522.52
(c) Minimum Annual Licence Fee for Dubbing per channel:	€92.20
Total Minimum Annual Licence Fee per channel:	€614.72

4. **SIMULCASTING** (*by radio stations already licensed by PPI for terrestrial broadcasting only*)

(a) Per Track Per Stream (i.e. individual listener):	€0.00141
(b) Minimum Annual Licence Fee for Simulcasting:	€522.52
(c) Minimum Annual Licence Fee for Dubbing:	€92.20
Total Minimum Annual Licence Fee:	€614.72

5. **PODCASTS FEATURING MUSIC CLIPS** (*by radio stations already licensed by PPI for terrestrial broadcasting only*)

(a) Per Track Per Stream (i.e. individual listener):	€0.00141
(b) Minimum Annual Licence Fee for Podcasts:	€522.52
(c) Minimum Annual Licence Fee for Dubbing:	€92.20
Total Minimum Annual Licence Fee:	€614.72

6. **CATCH-UP / ARCHIVE PROGRAMMING** (*by radio stations already licensed by PPI for terrestrial broadcasting only*)

(a) Per Track Per Stream (i.e. individual listener):	€0.00141
(b) Minimum Annual Licence Fee for Catch-Up:	€522.52
(c) Minimum Annual Licence Fee for Dubbing:	€92.20
Total Minimum Annual Licence Fee:	€614.72



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77

Effective Date: 1st January 2023

7. ADMINISTRATION FEE FOR RECEPTION OUTSIDE THE TERRITORY

Where a Service is not 'geo-blocked' and is open to reception outside the Territory, an additional licence fee is calculated in accordance with the scale of charges above **per** country outside the territory, this additional fee is increased by 10% to cover the administration expense involved in accounting for Streams received outside the Territory.

NOTE

1. PPI reserves the right to amend these terms on giving notice to The Controller of Intellectual Property in writing to that effect.
2. A full copy of PPI's standard licence agreement for this tariff is available on request. Terms used and not otherwise defined in this tariff have the meanings given in the relevant licence agreement.
3. For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI)
4. All charges are subject to Value Added Tax at the prevailing rate.



TARIFF

NO.

78

Effective Date: 1st January 2023

RADIO BROADCASTING AND SIMULCASTING OF SOUND RECORDINGS

TERMS AND CONDITIONS FOR (1) COMMUNITY, COMMUNITY OF INTEREST AND SPECIAL INTEREST RADIO STATIONS AND STUDENT RADIO STATIONS, AND (2) TEMPORARY RADIO STATIONS

LICENSED BY THE BROADCASTING AUTHORITY OF IRELAND

Charge 1 under this licensing scheme (page 6) applies to **community, community of interest and special interest radio stations and student radio stations** intending to include Music Tracks in terrestrial analogue or digital broadcasts and any internet simulcasts of the terrestrial broadcasts in the Territory only.

Charge 2 under this licensing scheme (page 7) applies to **temporary radio stations (either up to 30 days per year or up to 100 days per year per transmission site)** intending to include Music Tracks in terrestrial analogue or digital broadcasts and any internet simulcasts of terrestrial broadcasts in the Territory only.

The station ('the Licensee') shall notify PPI that it wishes to provide any of the above types of radio station prior to first going on air, shall complete the Application Form (attached to this tariff as Appendix 1) and shall pay the Licence Fees to PPI in accordance with the applicable scale of charges on pages 6 and 7. **The completion of the Application Form by the Licensee shall be deemed to be acceptance by the Licensee of the terms and conditions outlined in this Tariff.**

This Tariff does not cover the licensing of subscription services.

If the Licensee wishes to provide, either separate to or as well as one of the above types of radio station, an internet-only radio service then the Licensee must also obtain a 'internet radio service' licence under PPI's 'Internet Radio Services' Tariff ("Tariff 77").

DEFINITIONS

The words and phrases contained in this Tariff shall have the following meanings: -

Application Form	"Application Form" means the application form attached to this tariff as Appendix 1.
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Effective Date: 1st January 2023

Community, community of interest and special interest radio stations	Radio stations licensed by the Broadcasting Authority of Ireland as community, community of interest or special interest FM radio services in accordance with Section 64 of the Broadcasting Act 2009.
Temporary radio stations	Radio stations licensed by the Broadcasting Authority of Ireland as temporary services in accordance with Section 68 (1) of the Broadcasting Act 2009. A temporary radio station will be licensed for up to either 30 days per year or up to 100 days per year per transmission site .
Internet Simulcast Service	The simultaneous, unaltered, non-interactive transmission via the Internet of terrestrial broadcasts. Simulcast services may include a facility to pause the programme. A fast-forward facility may be included but only to the extent that it enables the listener to 'catch up' with the real-time terrestrial broadcast.
Podcasts Featuring Music Clips	A digital file containing excerpts of previously transmitted material which may be downloaded by listeners. The Licensee may offer Podcasts for download via its website or other platform by which it interacts with its listeners. If a Podcast contains Music Tracks, the duration of each Track must be edited down to no more than 30 seconds in duration and each Track may only be used once in any Podcast. Where a Track is used in a number of different Podcasts, the same 30 second clip must be used each time.
Licence Fee	"Licence Fee" means the annual licence fee calculated in accordance with the applicable scale of charges set out in the Scale of Charges below (pages 6 and 7).
Licence Period	"Licence Period" means the period from the Licence Start Date until the licence is terminated in accordance with the Termination provisions outlined below.
Licence Start Date	"The Licence Start Date" means the Licence Start Date set out in the Application Form.
Licence Year	"Licence Year" means the period of 12 (twelve) months beginning on the Licence Start Date and on each subsequent anniversary of that date.
Licensee	"Licensee" means the entity as set out in the Application Form.

Effective Date: 1st January 2023

Licensed Service	"Licensed Service" means the Licensee's applicable service(s) as listed in the Application Form.
Catch-Up/Archived Programme Service 'Archived Programme'	A previously transmitted programme which is available repeatedly on the demand of a user and which is performed in the same order from the beginning to end. An Archived Programme may not be downloaded by listeners of the radio station; it can only be made available as a streamed transmission.
Territory	Republic of Ireland

OTHER KEY DEFINITIONS

Dubbing	<p>The transfer or copying of a Music Track from one medium (e.g. a CD or digital file on a portable Player) to another of the same or a different type (e.g. a digital file on a playout server database). Save for what the Licensee is permitted to do below, a Music Track may not be copied without the express consent of the owner of the copyright in the Track.</p> <p>The Licensee may make copies of authorised (i.e. obtained from legitimate sources) Music Tracks but only for the purpose of their subsequent transmission as part of the radio station's service. If the Licensee maintains such copies on a digital database, the database should only be used for the purpose of transmitting the copied Music Tracks held in it and it must be secured from unauthorised access. The Licensee may not, under any circumstances or for any purposes (including station promotion purposes), copy Music Tracks in full or in part, onto any portable media devices such as CDs, memory cards, USB keys, portable hard drives, laptops or other similar devices.</p>
PPI Repertoire	All Sound Recordings ("Music Tracks") in which PPI controls the rights applicable under this Tariff.
Track and Artist Information	<p>The Licensee may give advance information (either via the Licensee's website or social media interface or announced through the radio station's service) as to the specific Music Tracks that will be played in the future but shall not specify the time(s) at which the Music Track or Tracks will be played.</p> <p>The Licensee may include, strictly simultaneously with the transmission of a Music Track, data which shows the artist name and Track title.</p>



TARIFF

NO.

78

Effective Date: 1st January 2023

GRANT OF RIGHTS

Under this Tariff PPI grants the Licensee a non-exclusive licence in relation to the Licensed Service during the Licence Period:

- 1.1 To include Music Tracks in terrestrial analogue or digital broadcasts and any internet simulcasts of such terrestrial broadcasts within the Territory;
- 1.2 To transmit Music Tracks as part of an Internet Simulcast Service within the Territory;
- 1.3 To provide Streaming of Music Tracks as part of a Catch-Up/Archived Programme Service within the Territory;
- 1.4 To include Music Tracks in Podcasts Featuring Music Clips for Streaming and/or download within the Territory; and
- 1.5 To Dub within the Territory any Music Tracks onto the Central Database and to retain the copies of those Music Tracks on a digital database for the sole purpose of providing the Licensed Service(s).

For the avoidance of doubt the Tariff does not grant any rights:

- 2.1 To mix (with the exception of mixes performed live on air which do not involve the creation of a new track), re-mix, edit or re-edit (save to comply with broadcasting standards) any Music Track without the prior written consent of the PPI member that owns the copyright in the Track. This does not prevent the Licensee from interrupting or cutting short any Track.
- 2.2 To include a Music Track in any commercial or non-commercial advertisements (save for advertisements of concerts, when the tracks of the artist(s) appearing may be used) or endorsements without the prior written consent of the PPI member that owns the copyright in the Music Track. For information on obtaining the necessary consent, please contact PPI.
- 2.3 To state or imply that any goods or services are commercially associated with any Music Tracks or endorsed by any PPI member, band or artist or other party who owns rights in or in connection with such Music Tracks without the prior written consent of the PPI member that owns the copyright in the Track. For information on obtaining the necessary consent, please contact PPI.



TARIFF

NO.

78

Effective Date: 1st January 2023

- 2.4 To repeat or 'loop' within a 1-hour period Music Tracks in distinct programmes or pre-programmed content (such as Music Tracks being provided by a playout server).
- 2.5 To use any unauthorised recordings (including but not limited to bootlegs, illegally downloaded tracks, unreleased tracks, unauthorised mixes, mash-ups etc.).
- 2.6 To include Music Tracks in any Interactive Service;
- 2.7 Save as provided in 1.5 above, to copy Music Tracks, whether by the Licensee or any third parties, are granted under the licence:
- 2.8 In respect of the public performance of Sound Recordings (whether in the Territory or elsewhere);
- 2.9 AND FURTHER the tariff does not grant any rights Outside the Territory. The Licensee should ensure that it is not possible for users based outside the Territory to access the any internet simulcast, podcast featuring music clips and/or catch-up/archived programme service, unless the appropriate licence has been obtained under Tariff 77.

DURATION & TERMINATION

The Licence will start on the Licence Start Date, subject to payment for the first Licence Year being received by PPI or the first standing order payment being received and will renew at the end of each Licence Year unless terminated as outlined below. Where the licence being granted is for a temporary radio station, the licence will renew at the end of the Licence Year as outlined above unless the Licensee has indicated on the Application Form that the temporary radio station is for a single Licence Year only. If that is the case the Licence will end the day before the anniversary of the Licence Start Date, subject to the provisions below.

The Licensee may terminate the licence for reason of convenience or in response to a variation of the terms (other than an adjustment to charges in line with CPI), by giving not less than 1 (one) month's written notice to PPI.

PPI may terminate the licence for reasons of convenience or in the event of a material breach by the Licensee, by giving not less than 1 (one) month's written notice to the Licensee. PPI may terminate the licence immediately on giving written notice for reasons of Insolvency on the part of the Licensee.

For the avoidance of doubt no refund or discount shall apply in respect of any Licence Fee due as a result of the licence being terminated by the Licensee part-way through a Licence Year.



TARIFF

NO.

78

Effective Date: 1st January 2023

On termination or expiry of the licence, the Licensee shall immediately cease to exercise the rights granted under the licence.

PAYMENT

The Licence Fee will be invoiced by PPI in advance of each Licence Year, or in the case of the first year of the Licensed Service, PPI will invoice the Licensee on receipt of the completed Application Form.

The Licensee shall pay PPI's invoice within 30 days of receiving it unless payment terms have been agreed with PPI.

REPORTING

In order to distribute the licence fees collected under this tariff, PPI on occasion requires detailed logs of all Music Tracks used by the station as well as usage reports providing details of all internet simulcast streams served by the station to individual listeners. However, recognising that for Licensees under this tariff a regular reporting requirement may result in financial commitments in excess of the licence fees actually payable, PPI will only require such airplay and usage reports periodically upon providing 60 days written notice to a Licensee. PPI's music usage reporting format is available on request.



TARIFF

NO.

78

Effective Date: 1st January 2023

SCALE OF CHARGES

1. COMMUNITY, COMMUNITY OF INTEREST AND SPECIAL INTEREST RADIO STATIONS AND STUDENT RADIO STATIONS

Annual Licence Fee:	Terrestrial broadcasting only	€ 540.13
	Terrestrial broadcasting plus Internet Simulcasting /Catch- up/Archived Programme Service/Podcasts Featuring Music Clips	€ 594.17

2. TEMPORARY RADIO STATIONS (either up to 30 days per year or up to 100 days per year).

Note: a minimum 7-day fee will be payable.

In respect of a 30 day licence:-

Fee Per Day:	Terrestrial broadcasting only	€ 7.34
	Terrestrial broadcasting plus Internet Simulcasting/Catch- up/Archived Programme Service/Podcasts Featuring Music Clips	€ 8.08

The above Fees are for the first transmission site, all additional transmission sites will be charged an additional €50.00 per transmission site.



TARIFF

NO.

78

Effective Date: 1st January 2023

In respect of a 100 day licence:-

Fee Per Day:	Terrestrial broadcasting only	€ 7.34
		Subject to a maximum annual fee of €540.13
	Terrestrial broadcasting plus Internet Simulcasting/Catch-up/Archived Programme Service/Podcasts Featuring Music Clips	€ 8.08
		Subject to a maximum annual fee of €594.17

The above Fees are for the first transmission site, all additional transmission sites will be charged an additional €50.00 per transmission site.

NOTE

1. PPI reserves the right to amend these terms on giving notice to The Controller of Intellectual Property in writing to that effect.
2. All charges are subject to Value Added Tax at the prevailing rate.
3. For 2024 and future years the **above** charges for 2022 shall be adjusted in line with the Consumer Price Index.
4. All Licence Fees are inclusive of Dubbing.



TARIFF

NO.

79

Effective Date: 1st January 2023

SCHOOL RADIO - WEBCASTING OF SOUND RECORDINGS

The Licence fee under this licensing scheme applies to any Primary or Secondary school intending to include Sound Recordings in a Small Webcast Service for a maximum period of 150 days during the school year ("the Service").

The school ('the Licensee') shall notify PPI that it wishes to provide the Service prior to first going on air and shall pay the licence fee to PPI.

This Tariff does not cover the licensing of subscription services.

PPI does not license music services that offer downloads or on-demand streams of individual music tracks, for example Spotify, Deezer, Apple Music, YouTube, or services that enable the upload of content by the general public such as YouTube, Instagram or Facebook. If a school wishes to use such services, it must get permission from the owner of the copyright in the sound recording.

If the school wishes to transmit outside the Territory, then the school must obtain an internet radio service licence under PPI's tariff 77.

SERVICE DEFINITIONS

The words and phrases contained in this Tariff shall have the following meanings:-

Small Webcast Service (for schools)	<p>An Internet-only radio service operated by a primary or secondary school in the Territory that broadcasts for no more than 150 days during a school year with annual revenues of less than €6,000 and serving no more than 200,000 individual streams annually.</p> <p>The schools service may include a facility to pause the programme and to restart from that same point. No other interactive functionality is allowed.</p> <p>The schools service may offer Podcasts Featuring Music Clips.</p>
Podcasts Featuring Music Clips	<p>A digital file containing excerpts of previously transmitted material which may be downloaded by listeners.</p> <p>The Licensee may offer Podcasts for download via its website or other platform by which it interacts with its listeners.</p> <p>If a Podcast contains Music Tracks, the duration of each Track must be edited down to no more than 30 seconds in duration and each Track may only be used once in any Podcast. Where a Track is used in a number of different Podcasts, the same 30 second clip must be used each time.</p>



TARIFF

NO.

79

Effective Date: 1st January 2023

The Territory	The Republic of Ireland
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OTHER KEY DEFINITIONS

Dubbing	<p>The transfer or copying of a Music Track from one medium (e.g. a CD or digital file on a portable Player) to another of the same or a different type (e.g. a digital file on a playout server database). Save for what the Licensee is permitted to do below, a Music Track may not be copied without the express consent of the owner of the copyright in the Track.</p> <p>The Licensee may make copies of authorised (i.e. obtained from legitimate sources) Music Tracks but only for the purpose of their subsequent transmission as part of the Service. If the Licensee maintains such copies on a digital database, the database should only be used for the purpose of transmitting the copied Music Tracks held in it and it must be secured from unauthorised access. The Licensee may not, under any circumstances or for any purposes (including station promotion purposes), copy Music Tracks in full or in part, onto any portable media devices such as CDs, memory cards, USB keys, portable hard drives, laptops or other similar devices.</p>
PPI Repertoire	All Sound Recordings ("Music Tracks") in which PPI controls the rights applicable under this Tariff.
Track and Artist Information	<p>The Licensee may give advance information (either via the Licensee's website or social media interface or announced through the Service) as to the specific Tracks that will be played in the future but shall not specify the time(s) at which the Track or Tracks will be played.</p> <p>The Licensee of a Webcasting Service may include, strictly simultaneously with the transmission of a Music Track, data which shows the artist name and Track title.</p>



TARIFF

NO.

79

Effective Date: 1st January 2023

REPORTING AND PAYMENT

The Annual Minimum Licence Fee will be invoiced by PPI in advance and payment of the licence fee is an acknowledgement that the Licensee will abide by the terms of this Tariff. The Licensee is not licenced to use the PPI Repertoire until the fee is paid.

The Licence Fee is subject to Value Added Tax at the prevailing rate.

Annual Licence Fee for Webcasting per channel:

€114.77

NOTE

1. PPI reserves the right to amend these terms on giving notice to The Controller of Intellectual Property in writing to that effect.
2. All stations must be Geo-Blocked to be heard only in the Territory.
3. For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
4. All charges are subject to Value Added Tax at the prevailing rate.
5. All Licence Fees are inclusive of Dubbing.



TARIFF
BOOK
2023

NOTIFICATION

D- Tariffs

PART IV: MUSIC VIDEO - PUBLIC PERFORMANCE AND TRANSMISSION VIA
BROADCAST, CABLE AND INTERNET

This section contains tariffs for licensing the public performance of music videos in various types of premises and locations to which the public and/or staff have access and the transmission of music videos via traditional broadcast, cable and the internet.

- | | |
|----|---|
| 80 | MUSIC VIDEO - SPECIALLY FEATURED ENTERTAINMENT:
COMMERCIAL DISCOS & NIGHTCLUBS |
| 81 | MUSIC VIDEO - SPECIALLY FEATURED ENTERTAINMENT:
NORMAL LICENSING HOURS |
| 82 | MUSIC VIDEO AS BACKGROUND ENTERTAINMENT |
| 83 | Not Used |
| 84 | MUSIC VIDEO WEBCASTING / STREAMING SERVICES |
| 85 | INTERNET GENERAL TV WEBCASTING / STREAMING SERVICES |
| 86 | Not Used |
| 87 | Not Used |
| 88 | LINEAR TRANSMISSION OF MUSIC VIDEOS |
| 89 | CABLE AND SATELLITE TV STATIONS - MUSIC VIDEO |



TARIFF

NO.

80

EFFECTIVE DATE
1st JANUARY 2023

PUBLIC PERFORMANCE OF MUSIC VIDEOS

COPYRIGHT AND RELATED RIGHTS ACT 2000

TERMS FOR COMMERCIAL DISCOTHEQUE AND NIGHTCLUB VENUES

1. The commercial discotheque/nightclub venue ('the venue') shall make payments to PPI or its agent computed in accordance with the tariff scale on Pages 2 and 3 hereof, as determined by the High Court Order of Miss Justice Mary Laffoy dated the 24th June 2004.
2. The following information in respect of each calendar quarter shall be provided by the venue to PPI or its agent on the prescribed form within 14 days of the end of each calendar quarter:
 - (a) number of events held
 - (b) average attendances at events held
 - (c) admission charges to events.
3. The remuneration due by the venue shall be paid to PPI or its agent quarterly in arrears within 7 days of receipt of invoice. Interest at the rate of 5% per annum above the AIB Bank plc triple A ('AAA') rate shall be charged on any sum due not paid to PPI or its agent by the due date.
4. All sums payable by the venue under this tariff are liable to Value Added Tax at the appropriate rate.
5. PPI or its agent reserves the right to require detailed written returns from the venue of all sound recordings publicly performed at events not exceeding 10% of the total number of events held in any calendar year. Such returns to include the title of the musical work recorded, the name of the recording artist, the label on which the sound recording was released as a record in Ireland, the prefix number of the record and the date and time of the public performance.
6. Effective from the date of renewal or commencement of a new dual music licence during the calendar year 2023.
7. PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
8. The venue shall indemnify both PPI and its agent against all and any expenses, costs, claims, damages and actions arising directly or indirectly from any breach by it of any of these terms.
9. In the event that a Dual Music Licence Contract is not executed then the receipt by PPI or its agent of the first calendar quarterly return due under term 2 above shall be deemed to be acceptance by the venue of these terms.

Contd./...

TARIFF: FOR THE PUBLIC USE OF MUSIC VIDEOS AS
SPECIALLY FEATURED ENTERTAINMENT

TITLE: COMMERCIAL DISCOTHEQUES & NIGHTCLUBS

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTE 6 ON PAGE 1

ANNUAL FIXED PAYMENT:

€411.25

ATTENDANCE/CAPACITY (See note (d) below)

FEE PER EVENT

€

0	to	50	8.16
51	to	100	24.46
101	to	150	40.75
151	to	200	57.05
201	to	250	73.35
251	to	300	89.64
301	to	350	105.95
351	to	400	122.24
401	to	450	138.55
451	to	500	154.85
501	to	550	171.15
551	to	600	187.44
601	to	650	203.74
651	to	700	220.04
701	to	750	236.34
751	to	800	252.64
801	to	850	268.94
851	to	900	285.24
901	to	950	301.54
951	to	1,000	317.84

Attendances in excess of 1,000 shall be calculated in bands of 50 in line with the above structure, and the figures applicable to those bands shall be rateably in line with the above figures, i.e. multiplying the mid-point of the band by the applicable per person rate of €0.32

Tariff 80 contd...

NOTES

(a)

ADMISSION PRICE ADJUSTMENT FACTOR

The above rates are applicable to events where the gross admission charge lies in the range of €10.68 to €13.47. Outside this range an admission price adjustment factor is to be applied to the above rates in accordance with the following table:-

<u>GROSS ADMISSION PRICE RANGE</u>	<u>ADMISSION PRICE ADJUSTMENT FACTOR</u>	<u>EFFECT ON ABOVE STANDARD RATES</u>
Nil to €5.42	0.55	45% Reduction
€5.43 to €8.09	0.70	30% Reduction
€8.10 to €10.68	0.85	15% Reduction
€10.69 to €13.48	1.00	No Effect
€13.49 to €16.13	1.15	15% Increase
€16.14 to €18.82	1.30	30% Increase
€18.83 to €21.57	1.45	45% Increase

A pro-rata adjustment factor shall apply to admission prices above: €21.57

(b)

INFLATION / DEFLATION

For 2024 and future years the above annual fixed payment, per event fees and admission prices shall be adjusted in line with the Consumer Price Index (CPI).

For 2022 and previous years the above annual fixed payment, per event fees and admission prices shall be adjusted in line with the CPI.

(c)

EVENT LENGTH

ADJUSTMENT FACTOR

HOURS

0 hrs to 1 hr 59 mins	0.55
2 hrs to 2 hrs 59 mins	0.85
3 hrs to 3 hrs 59 mins	1.00
4 hrs to 4 hrs 59 mins	1.15
5 hrs to 5 hrs 59 mins	1.30
over 6 hrs	1.45

(d)

Whether venue capacity or actual attendance applies will be a matter for agreement between the venue and PPI or its agent or, in default of agreement, at the election of PPI or its agent.

If venue capacity applies, documentary evidence from the appropriate public authority of the licensed capacity must be provided to PPI or its agent.



TARIFF

NO.

81

EFFECTIVE DATE
1st JANUARY 2023

PUBLIC PERFORMANCE OF MUSIC VIDEOS
AS SPECIALLY FEATURED ENTERTAINMENT

COPYRIGHT AND RELATED RIGHTS ACT 2000
TERMS FOR VENUES OPERATING DURING NORMAL LICENSING HOURS

1. The venue operating outside normal licensing hours with special exemption orders ('the venue') shall make payments to PPI or its agent computed in accordance with the tariff scale on Pages 2 and 3 hereof which is based on the Order of Miss Justice Mary Laffoy dated 24th June 2004.
2. The following information in respect of each calendar quarter shall be provided by the venue to PPI or its agent on the prescribed form within 14 days of the end of each calendar quarter:
 - (a) number of events held
 - (b) average attendances at events held
 - (c) admission charges to events.
3. The remuneration due by the venue shall be paid to PPI or its agent quarterly in arrears within 7 days of receipt of invoice. Interest at the rate of 5% per annum above the AIB Bank plc triple A ('AAA') rate shall be charged on any sum due not paid to PPI or its agent by the due date.
4. All sums payable by the venue under this tariff are liable to Value Added Tax at the appropriate rate.
5. PPI or its agent reserves the right to require detailed written returns from the venue of all sound recordings publicly performed at events not exceeding 10% of the total number of events held in any calendar year. Such returns to include the title of the musical work recorded, the name of the recording artist, the label on which the sound recording was released as a record in Ireland, the prefix number of the record and the date and time of the public performance.
6. Effective from the date of renewal or commencement of a new dual music licence during the calendar year 2023.
7. PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.
8. The venue shall indemnify both PPI and its agent against all and any expenses, costs, claims, damages and actions arising directly or indirectly from any breach by it of any of these terms.
9. In the event that a Dual Music Licence Contract is not executed then the receipt by PPI or its agent of the first calendar quarterly return due under term 2 above shall be deemed to be acceptance by the venue of these terms.

Contd./...

TARIFF: FOR THE PUBLIC USE OF MUSIC VIDEOS AS
SPECIALLY FEATURED ENTERTAINMENT

TITLE: VENUES OPERATING DURING NORMAL LICENSING HOURS

EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTE 6 ON PAGE 1

ANNUAL FIXED PAYMENT:

€411.25

ATTENDANCE/CAPACITY (See note (d) below)

FEE PER EVENT

€

0	to	50	2.03
51	to	100	6.11
101	to	150	10.19
151	to	200	14.25
201	to	250	18.34
251	to	300	22.42
301	to	350	26.49
351	to	400	30.56
401	to	450	34.64
451	to	500	38.71
501	to	550	42.79
551	to	600	46.85
601	to	650	50.94
651	to	700	55.01
701	to	750	59.09
751	to	800	63.16
801	to	850	67.24
851	to	900	71.31
901	to	950	75.38
951	to	1,000	79.45

Attendances in excess of 1,000 shall be calculated in bands of 50 in line with the above structure, and the figures applicable to those bands shall be rateably in line with the above figures, i.e. multiplying the mid-point of the band by the applicable per person rate of €0.08.

contd./...

Tariff 81 contd...

NOTES

(a)

ADMISSION PRICE ADJUSTMENT FACTOR

The above rates are applicable to events where the gross admission charge lies in the range of €10.68 to €13.47. Outside this range an admission price adjustment factor is to be applied to the above rates in accordance with the following table:-

<u>GROSS ADMISSION PRICE RANGE</u>	<u>ADMISSION PRICE ADJUSTMENT FACTOR</u>	<u>EFFECT ON ABOVE STANDARD RATES</u>
Nil to €5.42	0.55	45% Reduction
€5.43 to €8.09	0.70	30% Reduction
€8.10 to €10.68	0.85	15% Reduction
€10.69 to €13.48	1.00	No Effect
€13.49 to €16.13	1.15	15% Increase
€16.14 to €18.82	1.30	30% Increase
€18.83 to €21.57	1.45	45% Increase

A pro-rata adjustment factor shall apply to admission prices above: €21.57

(b)

INFLATION / DEFLATION

For 2024 and future years the above annual fixed payment, per event fees and admission prices shall be adjusted in line with the Consumer Price Index (CPI).

For 2022 and previous years the above annual fixed payment, per event fees and admission prices shall be adjusted in line with the CPI.

(c)

EVENT LENGTH

ADJUSTMENT FACTOR

HOURS

0 hrs to	1 hr 59 mins	0.55
2 hrs to	2 hrs 59 mins	0.85
3 hrs to	3 hrs 59 mins	1.00
4 hrs to	4 hrs 59 mins	1.15
5 hrs to	5 hrs 59 mins	1.30
over 6 hrs		1.45

(d)

Whether venue capacity or actual attendance applies will be a matter for agreement between the venue and PPI or its agent or, in default of agreement, at the election of PPI or its agent.

If venue capacity applies, documentary evidence from the appropriate public authority of the licensed capacity must be provided to PPI or its agent.

TARIFF: FOR THE PUBLIC USE OF MUSIC VIDEOS
TITLE: MUSIC VIDEO AS BACKGROUND ENTERTAINMENT
EFFECTIVE DATE: 1st JANUARY 2023 - SEE NOTES BELOW

ANNUAL TARIFF PER SITE:

TYPE "A" SITES:-

FEE

€

Salons (Hairdressing / Beauty / Tanning), Barbers and Nail Bars/ Pubs / Cafes / Restaurants / Cinema Foyers / Social Clubs / Shops / Coaches / Hotels / etc.	340.71
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TYPE "B" SITES:-

Small Chain Stores / Promotions (*) / Single Departments in Large Department Stores / etc.	851.77
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TYPE "C" SITES:-

Large Chain Stores / Supermarkets / Department Stores / etc.	3,407.08
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(*) Pro rata to nearest week

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) Effective from the date of renewal or commencement of a new Dual Music Licence during the calendar year 2023.
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.

TARIFF: FOR THE USE OF MUSIC VIDEOS
TITLE: NON-INTERACTIVE INTERNET MUSIC VIDEO
WEBCASTING / STREAMING SERVICES
EFFECTIVE DATE: 1st JANUARY 2023

1. SMALL MUSIC VIDEO WEBCASTERS TARIFF

for Internet TV streaming services the content of which is predominantly comprised of music videos and the presentation of music-relevant news and feature items, with annual revenue less than €6,000, and serving less than 20,000 total streams annually

- | | | |
|-----|--|----------|
| (a) | Per Music Video Per Stream (i.e. individual viewer): | €0.01229 |
| (b) | Minimum Annual Licence Fee for Webcasting per channel: | €208.99 |
| (c) | Minimum Annual Licence Fee for Dubbing per channel: | €36.87 |
| | Total Minimum Annual Licence Fee per channel: | €245.86 |

If a service generates streaming and dubbing fees greater than the minima above, PPI reserves the right to invoice for the additional licence fees due, or move the webcaster to the Standard Music Video Webcasters Tariff below

2. STANDARD MUSIC VIDEO WEBCASTERS TARIFF

for Internet TV streaming services the content of which is predominantly comprised of music videos and the presentation of music-relevant news and feature items, with annual revenue greater than €6,000, and/or serving more than 20,000 total streams annually

- | | | |
|-----|--|---------------|
| (a) | Per Music Video Per Stream (i.e. individual viewer): | €0.01229 |
| (b) | Minimum Annual Fee for Webcasting per Channel: | €5,224.61 |
| (c) | Minimum Annual Fee for Dubbing per channel: | €922.00 |
| | Total Minimum Annual Licence Fee per channel: | €6,146.60 (*) |

() or 30% of revenue, whichever is the greater*

NOTES:

- (1) This tariff only applies to non-interactive audiovisual linear streaming services. Viewers may not select specific music videos for viewing, nor may they download any music video tracks as part of the service.
- (2) Licensees under this tariff must first enter into an agreement with PPI. Terms available on request.
- (3) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (4) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.

TARIFF: FOR THE USE OF MUSIC VIDEOS
TITLE: NON-INTERACTIVE INTERNET GENERAL TV
WEBCASTING / STREAMING SERVICES
EFFECTIVE DATE: 1st JANUARY 2023

1. **SMALL TV WEBCASTERS TARIFF**

for Internet TV services comprised of general, broad-format programming, with music video-based programming not exceeding 15% of total broadcast output, with annual revenue less than €6,000, and serving less than 20,000 total streams annually

- | | | |
|-----|--|----------|
| (a) | Per Music Video Per Stream (i.e. individual viewer): | €0.01229 |
| (b) | Minimum Annual Licence Fee for Webcasting per channel: | €104.49 |
| (c) | Minimum Annual Licence Fee for Dubbing per channel: | €18.45 |
| | Total Minimum Annual Licence Fee per channel: | €122.94 |

If a service generates streaming and dubbing fees greater than the minima above, PPI reserves the right to invoice for the additional licence fees due, or move the webcaster to the Standard Music Video Webcasters Tariff below

2. **STANDARD TV WEBCASTERS TARIFF**

for Internet TV services comprised of general, broad-format programming, with music video-based programming not exceeding 15% of total broadcast output, with annual revenue greater than €6,000 and/or serving more than 20,000 total streams annually

- | | | |
|-----|--|-----------|
| (a) | Per Music Video Per Stream (i.e. individual viewer): | €0.01229 |
| (b) | Minimum Annual Fee for Webcasting per Channel: | €1,044.92 |
| (c) | Minimum Annual Fee for Dubbing per channel: | €184.40 |
| | Total Minimum Annual Licence Fee per channel: | €1,229.32 |

NOTES:

- (1) This tariff only applies to non-interactive audiovisual linear streaming services. Viewers may not download any music video tracks or sound recordings or programmes containing music videos or sound recordings as part of the service.
- (2) Licensees under this tariff must first enter into an agreement with PPI. Terms available on request.
- (3) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (4) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.

Effective Date: 1st January 2023

<u>Tariff:</u>	FOR THE LINEAR TRANSMISSION OF MUSIC VIDEOS
<u>Title:</u>	LINEAR TV CHANNELS DELIVERED VIA BROADCAST (SATELLITE AND/OR TERRESTRIAL), CABLE AND/OR THE INTERNET.
<u>Effective Date:</u>	1st January 2023

This tariff covers the use of music videos by linear television channels available via broadcast transmissions (satellite and/or terrestrial) and/or cable programme services and/or the internet.

Television channels which are covered by the Cable Operators Agreement (as listed on the notes below) are not subject to the tariff.

1. Broad-Format & Genre-Specific Channels (excluding Music Television Channels)

Annual Licence Fee

12.5% of Net Commercial Revenue* relating to the channel for the annual period, pro-rated by the Music Video Percentage* for that channel

or

**€546.00 per method of transmission
whichever is greater**

2. Music Television Channels (i.e. a channel of which 5% or more of the total duration of programme content (excluding any advert breaks) consists of music videos).

Annual Licence Fee

12.5% of Net Commercial Revenue* relating to the channel for the annual period, pro-rated by the Music Video Percentage* for that channel

or

**€4,368 per method of transmission
whichever is greater**

**See notes below*

Effective Date: 1st January 2023

Notes:

- (1) The Annual Licence Fee will apply per channel.
- (2) A time-shift channel will be limited to the minimum fee for the purpose of the Annual Licence Fee calculation. Any Net Commercial Revenue for a time-shift channel shall be reported against the channel originally transmitted.
- (3) The following are treated as separate methods of transmission under this tariff and will each attract a separate minimum fee: i) broadcasts via satellite or terrestrial transmissions, ii) inclusion in a cable programme service iii) the internet. The Annual Licence Fee is the greater of the sum of the minimum fees applicable or 12.5% of Net Commercial Revenue relating to the channel for the annual period, pro-rated by the Music Video Percentage for that channel.
- (4) The channels covered by the Cable Operators Agreement may vary from time to time. As of the effective date, the BBC channels are: BBC ONE SD & HD, BBC TWO SD & HD, BBC FOUR SD & HD, CBBC SD & HD, Cbeebies SD & HD, and BBC News SD & HD; the ITV channels are: ITV 3 and ITV 4.
- (5) This tariff does not cover the broadcast of sound recordings, in whole or in part. A separate tariff is available for the broadcast of sound recordings.
- (6) This tariff does not cover any on-demand, download and/or catch-up services which allow members of the public to access content at a place and at a time individually chosen by them (including any interactive functionality).
- (7) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (8) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (9) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.

Effective Date: 1st January 2023

- (10) For the purposes of this tariff, save where otherwise defined in the relevant licence agreement:

“Gross Commercial Revenue” means all revenue, whether in money or money’s worth, paid or payable to the Licensee (or any person, firm, company or entity which is a member, associate, holding company, subsidiary or agent of the Licensee, or any third party on behalf of the Licensee) in connection with a Licensed Service and in each case computed on an invoiced sales basis including, without limitation, and by way of example only:

- i) advertising revenue;
- ii) sponsorship revenue;
- iii) barter and contra deals (the reasonable commercial value of which shall be reported by the Licensee as if regular billing had been made for the airtime based on the time of day and audience reach of the transmission);
- iv) telephony revenue;
- v) donations;
- vi) if applicable, revenues derived from the Internet Simulcast of a Channel and any webpage from which the user can access the Internet Simulcast (where more than one Channel is licensed under this Agreement such webpage revenues to be allocated on the basis of the number of streams per Channel in comparison to the total number of streams from the webpage);
- vii) revenues derived from any operators of transmission platforms (such as cable or satellite); and
- viii) subscription revenue.

PROVIDED THAT if any revenues do not exclusively relate to transmission of the Licensed Service in the Territory, such revenues shall be included in accordance with any contractually specified allocation for the Territory (where such contractually specified allocation is both relevant and reasonable), or in the absence of which, in accordance with the pro rata share of the revenue by reference to the number of homes connected in the Territory in comparison to the overall number of homes connected receiving the Licensed Service both within and outside the Territory.

“Net Commercial Revenue means” means Gross Commercial Revenue less the following (in each case where actually incurred and in respect of the same year of the Licence Period as the revenue from which it is being deducted):

- i) in the case of advertising and sponsorship revenue, combined agency and selling agent commission up to a maximum of 17.5% (seventeen point five percent) (and in the case of sponsorship revenue only, combined agency and selling agent commission up to a maximum of 25% (twenty-five percent)); and
- ii) bad debts;

Effective Date: 1st January 2023

“Music Video Percentage” means, in respect of any given period, and in respect of any given Channel, the percentage (calculated by reference to time) of the total Programming Content on that Channel for that period that comprises Music Videos contained in the Repertoire (irrespective of whether other material is Broadcast concurrently with such Music Videos contained in the Repertoire)

“Programming Content” means the transmitted content of a Channel, including Music Videos contained in the Repertoire, other music videos and Programmes but excluding all other material (such as advertising, promotions, sponsorship slots, trailers, station announcements and station identity signals)

- (11) A full copy of PPI’s standard licence agreement for this tariff is available on request. Terms used and not otherwise defined in this tariff have the meanings given in the relevant licence agreement.



TARIFF NO. 89

EFFECTIVE DATE
1st JANUARY 2023

**BROADCASTING OF MUSIC VIDEOS BY TV STATIONS
DELIVERED EITHER VIA SATELLITE DIRECT-TO-HOME
OR VIA CABLE PLATFORMS**

TERMS & CONDITIONS

1. RATES

The rates per music video broadcast are set out on the attached tariff sheet (Tariff 89). Music videos with a broadcast duration of more than 60 seconds attract the full per play rate. Music videos with a broadcast duration of 60 seconds or less are charged at one-third of the full per play rate.

2. REPEAT TRANSMISSIONS

To benefit from the reduced rate for 1st repeats (a 50% reduction), the programme in which the music video was first broadcast must be repeated in full, without editing, within 7 days of the original transmission. The further reduced rate for 2nd and subsequent repeats (75% of the 1st TX rate) applies only when the programme is repeated two or more times within 14 days of the original broadcast.

3. PROMOS / FREE TRANSMISSIONS

Stations may make free use of up to 3 promo clips of no more than 15 seconds duration each during the course of a programme, provided the music videos being promoted are played in full during the course of the same programme.

In advance of the actual programme, stations may make free use of an unlimited number of music video clips of no more than 10 seconds duration for the purposes of promoting the programme, provided that the music videos clips used to promote the programme are subsequently broadcast in full in that programme.

4. PROGRAMME LOGS

The broadcaster shall provide PPI with full details of all music videos broadcast, including artist(s), record label, catalogue numbers, programme name, time of broadcast, duration and, if a repeat, the number of times repeated and dates of the repeated programmes. Such logs shall be provided immediately at the end of each 4 weeks of broadcasting.

5. STRICT LIABILITY

The broadcaster is strictly liable for the payment of music video broadcast fees regardless of whether the programme has been produced in-house by the broadcaster, commissioned by the broadcaster from an independent production company, or bought in or acquired by the broadcaster.

contd./...



TARIFF

NO.

89

EFFECTIVE DATE
1st JANUARY 2023

6. EXCLUSIONS

The following will be expressly excluded from the terms of any Agreement entered into between PPI and a broadcaster under this tariff:

- Broadcasting of long-form music videos i.e. music videos in excess of 20 minutes duration
- Sequencing of more than 3 music videos by the same artist(s) without the prior written agreement of PPI
- Editing or adapting any music video other than the showing of extracts (fadeouts are permitted)
- Interruption of a music video for a commercial break

7. TERRITORY

Any agreement entered into between PPI and a broadcaster under the terms of this tariff shall cover

- the direct-to-home (DTH) transmission via satellite (where such transmission has not already been licensed for DTH reception in the Republic of Ireland in the uplink territory) and/or
- the diffusion via cable networks in the Republic of Ireland

For the avoidance of doubt, a channel which is both delivered DTH via satellite and diffused via cable networks shall be obliged to enter into a separate licence agreement with PPI for each method of delivery.

8. EXPORT / RE-SALE

Where a broadcaster, based in the Republic of Ireland and having entered into an Agreement with PPI for the broadcasting of music videos under the terms hereof, purports to sell or otherwise supply a programme produced or commissioned by that broadcaster to a broadcaster or cable company in another jurisdiction, a royalty of 8.5% of the revenue earned by the broadcaster for the supply shall be payable, adjusted pro rata to the amount of time occupied by music videos relative to the total duration of the programme. This royalty shall not cover the subsequent re-transmission by the acquiring broadcaster or cable company.

9. PAYMENT TERMS

Payment of all licence fees due under any Agreement entered into between PPI and a broadcaster under the terms of this tariff shall be made quarterly in arrears within 30 days of the end of each calendar quarter. Programming logs, on which licence fees are based, must therefore be provided without delay.

contd./..

TARIFF:	FOR THE BROADCASTING OF MUSIC VIDEOS
TITLE:	TV STATIONS DELIVERED EITHER VIA SATELLITE DIRECT-TO-HOME OR VIA CABLE PLATFORMS
EFFECTIVE DATE:	1st JANUARY 2023

This tariff covers the use of music videos by broad-format or genre-specific television channels carried on satellite and/or cable platforms.

Television channels which are covered by the Cable Operators Agreement (BBC Channels & ITV 3 & ITV 4) or which are licensed for reception in the Republic of Ireland by PPI are not subject to this tariff

1. BROAD-FORMAT & GENRE-SPECIFIC CHANNELS (EXCLUDING MUSIC TELEVISION CHANNELS)

	Per Full Play (> 60 seconds)	Per Clip (< 60 seconds)
1st Transmission	€67.85	€22.62
1st Repeat	€33.92	€11.31
2nd & Subsequent Repeats	€16.96	€5.65

Please contact PPI for full terms & conditions

2. MUSIC TELEVISION CHANNELS (i.e. channels whose broadcast output is predominantly or exclusively focussed on music and music topics)

	Per Full Play (> 60 seconds)	Per Clip (< 60 seconds)
1st Transmission	€33.92	€11.31
1st Repeat	€16.96	€5.65
2nd & Subsequent Repeats	€8.48	€2.83

Please contact PPI for full terms & conditions

NOTES:

- (1) Licensees under this tariff must first enter into an agreement with PPI. Terms available on request.
- (2) Tariffs are payable on an annual basis.
- (3) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (4) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (5) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.



**TARIFF
BOOK
2023**

NOTIFICATION

D- Tariffs

**PART IV: MUSIC VIDEO - PUBLIC PERFORMANCE AND TRANSMISSION VIA
BROADCAST, CABLE AND INTERNET**

This section contains tariffs for licensing the public performance of music videos in various types of premises and locations to which the public and/or staff have access and the transmission of music videos via traditional broadcast, cable and the internet.

- | | |
|----|---|
| 80 | MUSIC VIDEO - SPECIALLY FEATURED ENTERTAINMENT:
COMMERCIAL DISCOS & NIGHTCLUBS |
| 81 | MUSIC VIDEO - SPECIALLY FEATURED ENTERTAINMENT:
NORMAL LICENSING HOURS |
| 82 | MUSIC VIDEO AS BACKGROUND ENTERTAINMENT |
| 83 | Not Used |
| 84 | MUSIC VIDEO WEBCASTING / STREAMING SERVICES |
| 85 | INTERNET GENERAL TV WEBCASTING / STREAMING SERVICES |
| 86 | Not Used |
| 87 | Not Used |
| 88 | LINEAR TRANSMISSION OF MUSIC VIDEOS |
| 89 | CABLE AND SATELLITE TV STATIONS - MUSIC VIDEO |



**TARIFF
BOOK
2023**

NOTIFICATION

D- Tariffs

PART V: DUBBING

This section contains tariffs for licensing the copying of sound recordings and music videos by commercial background music suppliers and videographers for the subsequent public performance in premises and/or locations to which the tariffs in Parts I and IV hereof apply.

- 91 DUBBING: SOUND CARRIERS
- 91A DUBBING: SOUND CARRIERS
(FILING RETURNS AND INVOICE SETTLEMENT CRITERIA)
- 92 DUBBING: PERSONAL VIDEOS

TARIFF: FOR THE DUBBING OF SOUND RECORDINGS SUBJECT TO THE
CONTROL OF PPI FOR THE PURPOSE OF BACKGROUND MUSIC

TITLE: SOUND CARRIERS

EFFECTIVE DATE: 1st JANUARY 2023

ANNUAL TARIFF

1. DIGITAL JUKEBOXES:

Where supply of any digital jukeboxes commences AFTER receiving approval from PPI,
the following fees are payable in respect of each individual digital jukebox

Audio only	€329.04
Video only	€394.84
Combination unit	€394.84

2. HARD DISK BACKGROUND MUSIC SYSTEMS

Where supply of any Background Music System commences AFTER receiving approval from PPI,
the following fees are payable in respect of each individual Background Music System

Audio only *	€263.23
Video only	€309.30
Combination unit	€309.30

* In the event that the system holds less than 1,500 tracks at any one time and is updated
with no more than 100 tracks each month then a fee of €116.36 per annum is applicable

3. CD / MINIDISK / CD JUKEBOX

Where supply of any sound carriers commences AFTER receiving approval from PPI, the
following fees are payable in respect of each individual sound carrier

Audio only	€98.71
Audio / video combination unit	€131.61

4. DIGITAL DELIVERY OF SOUND RECORDINGS

Where sound recordings are transmitted via digital means (e.g. secure Internet connection, encrypted
satellite feed etc) to commercial premises for the purposes of public performance, the following fees
are payable in respect of each premises

For the purpose of simultaneous play-out (streaming), per month, per site:	€8.46
For the purpose of updating the track database on sound carriers by making permanent copies, per track transmitted:	€0.60

cont./...

5. **DISCOUNTS**

The following bulk discounts apply where a licensee makes payments in respect of sound carriers of the SAME kind:

- (a) **50 to 99 inclusive - a discount of 10%**
- (b) **100 to 150 inclusive - a discount of 20%**
- (c) **Excess of 150 - a discount of 30%**

NOTES:

- (1) **Licensees under this tariff must first enter into an agreement with PPI. Terms available on request.**
- (2) **If you have been carrying out the acts covered by this tariff without first obtaining or renewing your licence the applicable fee(s) above will be subject to a 100% surcharge.**

Additional penalties may be imposed for unlicensed supply of digital jukeboxes / background music systems / sound carriers, at the discretion of PPI.
- (3)
- (4) **Tariffs are payable on a quarterly basis.**
- (5) **Tariff amounts are liable to Value Added Tax at the appropriate rate.**
- (6) **For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).**
- (7) **PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.**

TARIFF: FOR THE DUBBING OF SOUND RECORDINGS SUBJECT TO THE
CONTROL OF PPI FOR THE PURPOSE OF BACKGROUND MUSIC

TITLE: SOUND CARRIERS

EFFECTIVE DATE: 1st JANUARY 2023

ANNUAL TARIFF

1. DIGITAL JUKEBOXES:

Where supply of any digital jukeboxes commences AFTER receiving approval from PPI,
the following fees are payable in respect of each individual digital jukebox

Audio only	€279.68
Video only	€335.62
Combination unit	€335.62

2. HARD DISK BACKGROUND MUSIC SYSTEMS

Where supply of any Background Music System commences AFTER receiving approval from PPI,
the following fees are payable in respect of each individual Background Music System

Audio only *	€223.74
Video only	€262.91
Combination unit	€262.91

* In the event that the system holds less than 1,500 tracks at any one time and is updated
with no more than 100 tracks each month then a fee of €98.90 per annum is applicable

3. CD / MINIDISK / CD JUKEBOX

Where supply of any sound carriers commences AFTER receiving approval from PPI, the
following fees are payable in respect of each individual sound carrier

Audio only	€83.90
Audio / video combination unit	€111.87

4. DIGITAL DELIVERY OF SOUND RECORDINGS

Where sound recordings are transmitted via digital means (e.g. secure Internet connection, encrypted
satellite feed etc) to commercial premises for the purposes of public performance, the following fees
are payable in respect of each premises

For the purpose of simultaneous play-out (streaming), per month, per site:	€7.19
For the purpose of updating the track database on sound carriers by making permanent copies, per track transmitted:	€0.51

cont./...



TARIFF

NO.

91A

5. DISCOUNTS

The following bulk discounts apply where a licensee makes payments in respect of sound carriers of the SAME kind.

- (a) 50 to 99 inclusive - a discount of 10%
- (b) 100 to 150 inclusive - a discount of 20%
- (c) Excess of 150 - a discount of 30%

NOTES:

- (1) Licensees under this tariff must first enter into an agreement with PPI. Terms available on request.
- (2) Tariff 91a ONLY applies if quarterly returns of sites licenced are returned to PPI no later than 30 days after the quarter end AND Invoices MUST also be paid within 60 days of invoice date. If either of these conditions are not met Tariff 91 will be applied without further notice.
- (3) If you have been carrying out the acts covered by this tariff without first obtaining or renewing your licence the applicable fee(s) above will be subject to a 100% surcharge.
- (4) Additional penalties may be imposed for unlicensed supply of digital jukeboxes / background music systems / sound carriers, at the discretion of PPI.
- (5) Tariffs are payable on a quarterly basis.
- (6) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (7) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (8) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.

TARIFF:	FOR THE DUBBING OF SOUND RECORDINGS SUBJECT TO THE CONTROL OF PPI
TITLE:	PERSONAL VIDEOS including video/tapes/DVD's, digital storage devices or any other physical format, of family, domestic and private functions in Ireland
EFFECTIVE DATE:	1st JANUARY 2023

ANNUAL TARIFF

OPTION 1

€197.45 per annum for up to 20 videos or DVDs (ie up to 20 commissions for the supply of a single video or DVD or one commission to supply up to 20 of the same video/DVD)

OPTION 2

€526.44 per annum for an unlimited number of commissions, provided each commission does not exceed 50 copies of the same video/DVD

OPTION 3

€1,184.72 per annum for an unlimited number of commissions with an unlimited number of videos/DVDs

NOTES:

- (1) This licence does not permit the use of commercially recorded music on the internet. If you wish to do so you must get consent from the record company right holder directly.
- (2) Licensees under this tariff must first enter into an agreement with PPI. Terms available on request.
- (3) No copies may be made for retail sale.
- (4) For 2024 and future years the above tariff for 2023 shall be adjusted in line with the Consumer Price Index (CPI).
- (5) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (6) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.