



PPI

TARIFF BOOK

2020



PPI

PART A

2020



THE
DUAL
MUSIC
LICENCE

Irish Music Rights Organisation CLG
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VAT No: IE 4871521b
Registered No: 133321

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).

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/

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.

SCHEDULE 1

PERFORMANCE PARTICULARS AND ROYALTY CALCULATIONS FOR FIRST LICENCE YEAR*

MUSIC COPYRIGHT

SOUND RECORDING COPYRIGHT

*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

2020

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

Date: 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 <https://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 <http://www.ppimusic.ie> and <https://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 Contract. 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", "data controller", "joint 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; and
- 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 Limited, 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.

End of Dual Licence General Terms



PPI

PART C

2020

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

2020

NOTIFICATION

- A- **Template Dual Copyright Music Licence Contract**
- B- **Dual General Terms and Conditions applicable to the Dual Copyright Music Licence**
- C- **Section 38 of the Copyright and Related Acts**
- 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 Not used
- 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
- 10 Not used
- 11 HAIRDRESSING / BARBERS/ BEAUTY / TANNING SALONS / 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 & INTERIOR DESIGN STORES, HARDWARE & DIY STORES, GARDEN CENTRES & CAR SHOWROOMS
- 16 CASINOS / AMUSEMENT ARCADES / BOWLING CENTRES etc.
- 17 GUEST BEDROOMS IN NON-IHF MEMBERS' PREMISES
- 18 WATER PARKS / SWIMMING POOLS
- 19 GUEST BEDROOMS IN IHF MEMBERS' PREMISES
- 20 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
33	Not used
34	Not used
35	Not used
36	PROFESSIONAL THEATRICAL PRODUCTION COMPANIES INCLUDING (PUPPET/MARIONETTE / MAGIC SHOWS / BALLET AND PANTOMIME)
37	LAP DANCING CLUBS
38	Not used
39	CASH & CARRY / WAREHOUSES etc.
40	ELECTION CAMPAIGNS
41	CONCERT VENUES
	(A) BACKGROUND MUSIC
	(B) SPECIAL FEATURED ENTERTAINMENT
42	Not used
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 – RESTAURANTS ASSOCIATION OF IRELAND MEMBERS ONLY

PART II: BROADCASTING OF SOUND RECORDINGS

This section contains tariffs applicable to independent radio broadcasters transmitting signals via traditional terrestrial analogue radio or via the Internet and Non-interactive Internet radio services.

- 70 LINEAR TV CHANNELS DELIVERED VIA BROADCAST (SATELLITE AND/OR TERRESTRIAL), CABLE AND/OR INTERNET
- 71 RADIO STATIONS DELIVERED VIA CABLE, SATELLITE OR DAB
- 72 Not Used
- 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 Not Used

PART III: PUBLIC PERFORMANCE AND BROADCAST – MUSIC VIDEO

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.

- 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



INDEX TO TARIFFS contd.

- 85 INTERNET GENERAL TV WEBCASTING / STREAMING SERVICES
- 86 Not Used
- 87 Not Used
- 88 Not Used
- 89 CABLE AND SATELLITE TV STATIONS - MUSIC VIDEO

PART IV: 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 III hereof apply.

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