

# IMRO General Terms Applicable to Tariffs and Licences July 2010

## 1. Tariffs:

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

## 2. Annual Return:

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

## 3. Payment of Royalties:

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

## 4. Programme Details:

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

## 5. Right of Entry:

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

## 6. Revision of Royalties:

### (1) Changes in Tariffs

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

### (2) Annual Tariffs

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

### (3) Changes in Performance Particulars

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

## 7. General:

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