


IRISH MUSIC RIGHTS ORGANISATION CLG

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STANDARD TARIFF PLVA

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

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

1. SCOPE OF TARIFF

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

2. DUAL COPYRIGHT MUSIC LICENCE CONTRACT

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

3. ROYALTY RATES

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

1st January 2016 and 31st Dec 2016

(a) Featured Music*

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

Charge for Performances - Per Session*

	Higher Royalty rate €	Standard Royalty rate €
Licensed Capacity not exceeding 100	21.60	14.35
Licensed Capacity not exceeding 200	36.62	24.44
Licensed Capacity not exceeding 300	51.44	34.28
Licensed Capacity not exceeding 400	58.84	39.17

Licensed Capacity not exceeding 500	66.03	44.05
Licensed Capacity not exceeding 600	73.21	48.85
Licensed Capacity not exceeding 700	78.95	52.67
Charge per 100 Capacity* thereafter	4.39	2.94

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

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

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

(b) Background Music*

Charge for Performances - Per Annum

Performances by means of	Higher Royalty rate €	Standard Royalty rate €
Tape, CD, MP3 player or any other electronic apparatus, either alone or with Radio and/or Television	119.83	79.86
Radio and/or Television alone	100.22	66.82

for each unit of 20 seats or part thereof

4. HIGHER & STANDARD ROYALTY RATES

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

5. OTHER MUSIC PERFORMANCES

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

6. PAYMENT DISCOUNT

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

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

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

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

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

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

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

7 INFLATION ADJUSTMENT

The foregoing Royalty rates are related to the Consumer Price Index of Retail Prices for mid-October 2015 (on the November 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1st January 2017 and on each subsequent anniversary of that date in proportion to annual changes in that Index.

8 DEFINITIONS

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

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

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

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

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

“Featured music” means: -

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

“IMRO” means the Irish Music Rights Organisation CLG.

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

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

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

9 VALUE ADDED TAX

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

10 PAYMENTS

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