



TARIFF NO. 2C

**EFFECTIVE DATE
1st JANUARY 2017**

**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. This tariff is effective as of 1st January 2017.
7. PPI reserves the right to amend these terms upon giving notice to The Controller of Patents, Designs and Trademarks 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.

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