



Irish Music Rights Organisation CLG  
Code of Conduct

## TABLE OF CONTENTS

<b>1.</b>	<b>AIM OF CODE</b>	<b>4</b>
<b>2.</b>	<b>ABOUT US</b>	<b>4</b>
	2.1 Fostering Creativity	4
	2.2 Lobbying for Intellectual Property Rights	5
<b>3.</b>	<b>ABOUT COPYRIGHT AND COPYRIGHT LAW</b>	<b>5</b>
	3.1 Copyright Can Protect	5
<b>4.</b>	<b>OUR GOVERNANCE</b>	<b>6</b>
<b>5.</b>	<b>COMMITMENT TO TRANSPARENCY</b>	<b>7</b>
<b>6.</b>	<b>OUR MEMBERS AND LICENSEES</b>	<b>7</b>
<b>7.</b>	<b>OUR EMPLOYEES</b>	<b>8</b>
<b>8.</b>	<b>THE MEMBERSHIP CODE</b>	<b>8</b>
	8.1 Introduction	8
	8.2 Membership eligibility	8
	8.3 IMRO members	8
	8.4 IMRO membership agreement	9
	8.5 IMRO administration and commission rates and other deductions	9
	8.6 Other uses of IMRO income	10
	8.7 Successor members	10
	8.8 Distributions	10
	8.9 Frequency of distributions	10
<b>9.</b>	<b>CONTACTING US (MEMBERS)</b>	<b>11</b>
<b>10.</b>	<b>MEMBER SERVICES</b>	<b>12</b>
<b>11.</b>	<b>IMRO SERVICE STANDARDS</b>	<b>12</b>
<b>12.</b>	<b>WORKS REGISTRATIONS</b>	<b>12</b>
<b>13.</b>	<b>MAKING A COMPLAINT</b>	<b>12</b>
	13.1 How to complain	13
<b>14.</b>	<b>IMRO MEMBER OBLIGATIONS</b>	<b>14</b>
<b>15.</b>	<b>PRIVACY AND PERSONAL INFORMATION</b>	<b>14</b>

<b>16. LICENSEES</b>	16
16.1 Introduction	16
16.2 Our licences	16
16.4 Exclusions	17
16.5 Setting and reviewing our tariffs, schemes and royalty rates	17
16.6 Our Aim	18
16.7 Our Commitment to you	18
<b>17. CONTACTING YOU</b>	18
<b>18. CONTACTING US (LICENSEES)</b>	19
<b>19. INVOICING ACCURACY</b>	20
<b>20. YOUR QUERIES ANSWERED</b>	20
<b>21. MAKING A COMPLAINT</b>	21
21.1 How to complain	21
<b>22. APPEALS PROCEDURE</b>	23
22.1 Introduction	23
22.2 General principles	23
22.3 Appeals Executive	23
22.4 Making an Appeal	24
22.5 Accepting an Appeal	24
22.6 IMRO Directors note on the appeal	24
22.7 Assignment of Appeal	25
22.8 Examination of Appeal	25
22.9 Appeal Decisions	25
22.10 Persistent Correspondence	25
<b>23. MORE ABOUT THE IMRO CODE OF CONDUCT</b>	26

# **Irish Music Rights Organisation CLG**

## **Code of Conduct**

Welcome to the IMRO Code of Conduct. This document outlines the roles and responsibilities of IMRO, sets best practice and determines the standards that govern how the society operates in its interaction with all its stakeholders

### **1. AIM OF THE CODE**

The Irish Music Rights Organisation CLG aims to achieve best practice by appropriately responding to the needs of members, licensees and rightsholders and by conducting its business fairly and transparently. IMRO shall not discriminate against any rightsholder whose rights it manages under a representation agreement, in particular with respect to applicable tariffs, management fees, and the conditions for the collection of the rights revenue and distribution of amounts due to the rightsholder. This Code of Conduct will support these aims by:

- providing information about the general governance, licensing and membership activities of the Irish Music Rights Organisation CLG;
- setting standards of conduct that members, licensees and rightsholders can expect from us;
- setting standards of transparency in our dealings with members, licensees, rightsholders and other interested parties;
- outlining how you can contact us; and
- providing information on our complaints process.

### **2. ABOUT US**

IMRO is a national organisation that administers the performing right in copyright music in Ireland on behalf of its members (songwriters, composers and music publishers) and on behalf of members of the international overseas societies that are affiliated to it. Music users such as broadcasters, venues and businesses must pay for their use of copyright music by way of a blanket licence fee. IMRO's function is to collect and distribute royalties arising from the public performance of copyright works, i.e. music used anywhere outside of the domestic environment, through its licensing agreements with music users in line with the Copyright and Related Rights Act, 2000.

As of January 2016, IMRO also acts as agent for Phonographic Performance Ireland CLG (PPI), administering and collecting public performance royalties for the use of sound recordings on behalf of record producers and performers.

IMRO is a not-for-profit organisation that acts in the best interests of the rightsholders whose rights it represents.

#### **2.1 Fostering Creativity**

IMRO is also prominently involved in the sponsorship and promotion of music in Ireland. Every year it sponsors a large number of song contests, music festivals, seminars, workshops, research projects and

showcase performances. IMRO is now synonymous with helping to showcase emerging talent in Ireland and beyond.

## **2.2 Lobbying for Intellectual Property Rights**

IMRO is keenly aware of the inadequacies in copyright legislation, not only in Ireland but in other countries too. It worked closely with the Irish Government on the drafting of the Copyright and Related Rights Act, 2000. It also works with the European Commission on intellectual property issues and was instrumental in getting the European Commission to lodge its successful complaint against the US Authorities regarding inadequate copyright protection.

IMRO is not just about collecting and distributing royalties. It is constantly working to better protect the rights of those whom it represents by promoting awareness about copyright issues, working with government and educating the music-using public.

As a collecting society IMRO is subject to Irish and EU competition and regulatory rules governing the conduct of such societies both towards their members, prospective members and towards their licensees and prospective licensees. In Ireland, IMRO's licensing activities are governed by the Copyright and Related Rights Act, 2000.

IMRO also complies with the terms of our respective constitution and membership agreements, the European Union (Collective Rights Management) (Directive 2014/26/EU) Regulations 2016, which were signed into law by Minister Richard Bruton TD on 8 April 2016, and any other relevant legal regulation that applies to collecting societies and Irish registered companies.

## **3. ABOUT COPYRIGHT AND COPYRIGHT LAW**

Copyright is defined as the set of exclusive rights granted to the creator of an original work, including the right to copy, publicly perform, distribute and adapt the work.

These rights can be licensed, transferred and/or assigned. Copyright is an intellectual property right. It allows the creators of original works to control how their work is used and to benefit financially from its use. Copyright in Ireland is regulated by statute (The Copyright and Related Rights Act, 2000).

In Ireland the copyright in a literary, dramatic, musical or artistic work expires 70 years after the death of the author, after which the work is said to enter the public domain. The term of protection of sound recordings published within 50 years of the 1<sup>st</sup> of November 2013 is extended to 70 years.

When in the public domain that work may be used or modified or republished by any person, without fear of copyright infringement.

### **3.1 Copyright Can Protect:**

- Literary works, including novels, instruction manuals, computer programs, song lyrics, newspaper articles and some types of database.
- Dramatic works, including dance or mime.
- Musical works (this being IMRO's role).
- Artistic works, including paintings, engravings, photographs, sculptures, collages, architecture, technical drawings, diagrams, maps and logos.
- Layouts or typographical arrangements used to publish a work, a book for instance.

- Recordings of a work, including sound (this being the role of PPI as regards musical sound recordings) and film.
- Broadcasts of a work.

Copyright applies to any medium. This means that you must not reproduce copyright protected work in another medium without permission.

Some examples include:

- Publishing photographs on the internet
- Making a sound recording of a book
- Making a painting of a photograph

A copyright protected work can have more than one copyright connected to it. For example, an album of music can have separate copyrights; one for each individual song, a separate copyright for the sound recordings, a separate copyright for the artwork and so on.

Copyright does not protect an idea. A property right is not copyright protected until it is presented in a fixed, material form. So for a piece of music or song to become copyrighted it is not sufficient for it to exist in the mind of the composer but instead it must be fixed in a written form or recorded.

Once in this material form, the protections of copyright law come into effect without any formal registration procedure. Countries such as the United States use a system of copyright registration known as 'copyrighting' songs. However, in Ireland there is no such system..

The only concern some composers might have is that of plagiarism, i.e. somebody else saying they had written the work. To protect against this, it is common practice when a composer or songwriter creates a piece of music to record it on a CD or write it out in manuscript form and lodge it in a safe place such as with a solicitor or a bank manager. Alternatively, posting it by registered mail to himself/herself also protects against plagiarism. In this way if a dispute regarding ownership arises he/she will be in a position to prove that it was in existence at a particular date (i.e. the date stamped on the registered mail envelope or the recorded date of receipt by the solicitor).

Under law, two distinct permissions are required by businesses in Ireland who play recorded music - one which covers the public performance of the musical work on behalf of composers, songwriters and music publishers and the other which covers the public performance of sound recordings on behalf of record producers and performers. Up to 2015 these licences were administered separately by IMRO and PPI respectively. However, as of January 1st 2016, both distinct licences are combined in one Dual Music Licence administered by IMRO.

#### **4. OUR GOVERNANCE**

IMRO is governed by a Board of Directors comprising 15 non-executive directors. Seven of the directors are writer members and five are publisher members, all of whom are directly elected by the membership. In addition, there are three external directors on the Board. External Directors are not members of IMRO and they are appointed by the Board on the basis of their particular expertise and skills they can bring to the workings of the Board.

The Board delegates to committees specific responsibilities. Directors are appointed to committees by the Board and decisions of committees are subject to ratification by the Board. Ad hoc committees are

established by the Board from time to time to deal with specific matters that arise. The following committees have been established by the Board:

- Finance and Audit Committee
- PR & Marketing Committee
- Distribution Committee
- Corporate Governance Review Committee
- Remuneration and HR Committee
- Pensions Committee

For more information about eligibility for appointment for, and the terms on which Directors hold, office, including provisions regarding the retirement of Directors, please see the [IMRO Constitution \(Articles 41 to 60\)](#) and regulations and procedures governing ballots.

## **5. COMMITMENT TO TRANSPARENCY**

We aim for transparency in all our dealings with members, licensees, rightsholders and all our stakeholders. We are committed to publishing an annual transparency report and as much other information as we can to help everyone understand our activities.

We currently publish the following resources to help our members and customers:

- the IMRO Membership Agreement
- the IMRO Constitution
- our latest report and accounts
- our Distribution Policy
- information about commission/administration rates and deductions
- our Complaints Procedure
- our Dispute and Duplicate Claims Procedures
- the rights administered by IMRO
- other collecting societies internationally that IMRO has agreements with to represent our member's rights in their respective countries
- our current tariffs
- our Code of Conduct

You can find out more by visiting the website, [www.imro.ie](http://www.imro.ie)

## **6. OUR MEMBERS AND LICENSEES**

We realise that our members and licensees will have different requirements and needs but everyone can expect a high standard of service from IMRO.

### **We commit to:**

- dealing with them fairly, honestly, reasonably, impartially, courteously and professionally and responding to legitimate concerns or correspondence without undue delay;
- ensuring that trained staff know and understand the contents of this Code of Conduct;

- dealing with all stakeholders in a clear and transparent manner;
- allowing all stakeholders to communicate with us by email; and
- dealing with complaints in accordance with our published procedures.

## **7. OUR EMPLOYEES**

We have trained and are committed to training our staff and representatives to ensure they know and understand the contents of this code and abide by its terms, including our commitments to members. In particular, employees are aware of our procedures for handling complaints and resolving disputes and are clearly able to explain them to members.

## **8. THE MEMBERSHIP CODE**

### **8.1 Introduction**

In this section we will set out our commitment to members, explain the ways we can best work together and clarify our complaints procedures. It applies to existing and potential members of IMRO and all rightsholders who have entrusted or are proposing to entrust the management of the performing copyright in their musical works to us. The code also applies to other rightsholders who have a right to claim payment from IMRO.

### **8.2 Membership eligibility**

Under the IMRO Constitution, membership is open to songwriters, composers, arrangers, music publishers of the performing right in musical works and also successors (such as beneficiaries of the estate of deceased members, or trustees).

The criteria for admission are prescribed by the IMRO Board. IMRO will only refuse admission where there is an objectively justified reason for doing so.

More information on the eligibility criteria and application process can be found on the [Join IMRO](#) section of the IMRO website.

There is no fee to join IMRO, whether you join as a writer (for songwriters, lyricists, composers and arrangers of public domain music) or a music publisher.

### **8.3 IMRO members**

Membership of IMRO does not automatically qualify a songwriter or composer to a share of the total royalty money collected. Royalty monies are paid only when a member's music is used and data obtained to demonstrate that use, such as a radio log or a play list from a live concert or gig. Royalties are distributed to members using our published distribution policies which are available to all members.

All members of the Irish Music Rights Organisation CLG enjoy certain rights that are governed by the Companies Act 2014 and set out in the IMRO Constitution, including rights to attend and participate in general meetings.



IMRO has three categories of members; provisional, associate and full. Most members are classed as provisional on joining. If their earning levels reach certain thresholds, in accordance with qualifying criteria set out in the [IMRO's Member Handbook](#), they will be promoted to associate, and then when applicable, full membership.

All members can attend general meetings and vote at those meetings. Full members also have weighted voting rights. Associate and Full members and are eligible for appointment to the IMRO Board of Directors.

#### **8.4 IMRO membership Agreement**

The Member Agreement (which includes an assignment of specified rights in your copyright works to IMRO) will take effect only if IMRO accepts your application for membership.

When joining, members assign the ownership of the performing right in their musical works to IMRO. An assignment is the legal term used to describe the means by which ownership of certain types of property, such as copyright, is transferred by one party to another. The assignment that IMRO members are required to complete on joining covers the rights in both the musical works they have an interest in when they join and any musical works they may subsequently or later become interested in whilst they are a member. After the assignment, IMRO automatically becomes the owner of the performing right in the works and has the exclusive right to authorise organisations, businesses and individuals to use the works. Where organisations, businesses and individuals unreasonably refuse to obtain an IMRO Dual Music licence, we are authorised to bring an action for copyright infringement of the rights in our members' works in our own name.

As a general rule, IMRO ownership of the performing right in the works lasts only for the duration of the songwriter or publisher's memberships, or sooner if the copyright within the work expires.

In certain circumstances, a member may wish to withdraw their rights to directly licence them themselves; this provision is detailed in IMRO's Constitution (Article 7(f) and (g)).

In general, the assignment covers the whole performing right within the musical works written and/or published by the member, but members can modify the assignment. For example, most members join IMRO and assign the performing rights for the world, but can apply to exclude countries. Members can also exclude certain types of rights in their works.

A list of the rights concerned in so far as they affect the performing right in members' works is set out in Article 7(c) of IMRO's [Constitution](#).

Also, members retain the rights to administer the grand rights in their works, that is, the rights within the performances of opera, musicals or ballet performances. Also, members retain the right to grant licences for non-commercial uses of their works.

#### **8.5 IMRO administration and commission rates and other deductions**

IMRO deducts reasonable running costs from royalties collected. Deduction rates are determined by the IMRO Board and published on our website and included in distribution statements we send to members.

The extent to which IMRO is entitled to deal with royalties and other income received is governed by the IMRO Constitution and Rules. IMRO covers the cost of its general operations, including the collection and

distribution of royalties, by deduction from the royalties received from its licensees. The percentage rate at which IMRO makes such deductions is set by the IMRO Board (Rule 2).

## **8.6 Other uses of IMRO income**

The purpose for which IMRO may apply its income is governed by the IMRO Constitution. The Board may make deductions for other purposes specified in the Constitution, including contribution to charitable funds established for the benefit of members and the advancement of composition and performance of music.

## **8.7 Successor members**

The most common form of IMRO successor member follows the death of a songwriter, composer or publisher member. At that point whoever is named as a beneficiary in the late member's will, becomes a member and receives royalties when their music is used.

For further information on the [Successor Membership](#) process please visit our website.

## **8.8 Distributions**

Distribution policy for IMRO is set by its Board of Directors. The [Distribution Policy](#) is available in full online.

## **8.9 Frequency of distributions**

IMRO is one of the most efficient performing rights organisations in the world in terms of the frequency of distributions it makes to its members and affiliated societies worldwide. In addition to this IMRO does not apply any administration fees to royalties earned by its members from international performances of their works.

IMRO distributes royalties on a monthly basis. A full royalty [Distribution Schedule](#) is available online.

The allocations are often referred to as the 'IMRO writer share' (distributed to and amongst the composer, lyricist and/or arranger interests in a work) and the 'IMRO publisher share'. The IMRO writer share is not to be less than 50 percent of the distributable fee in relation to a musical work.

Details of how we handle IMRO unmatched performances are included in the [IMRO Distribution Policy](#).

**This section sets out our commitment to all members (including potential members).**

We aim to deal with members:

- fairly, honestly, reasonably, impartially, courteously and in accordance with our membership agreements.
- transparently, by clearly explaining members' rights and the rights we administer on their behalf.

We are committed to explaining this Code and/or in other documents referred to in it (and to keeping such materials updated and accessible):

- how to join IMRO and the procedures for doing so;
- member rights and obligations;
- the scope of the rights administered on members' behalf;
- the territorial scope of our activities and the countries for which we have agreements in place with equivalent societies to represent our members' rights overseas;
- members' ability to modify the rights they entrust to us and the territory for which they do so
- membership cancellation or modification; and
- our distribution policies, which include the basis on which we calculate the sums available for distribution; the frequency of distributions; and information about the deductions (and the purpose of such deductions) that we are required or authorised make from such distributions.

## **9. CONTACTING US (MEMBERS)**

We have a website which is designed to provide answers to most of the common questions we receive. To register for an online account, members should click on the 'sign up' link on the top right of our [homepage](#). From here they can open an account through an online request form. We will endeavour to authorise applications within 24 hours.

### **Phoning us**

Members can speak to our Member Services team on +353 1 6614844 Monday to Friday, 9am to 5pm.

### **Writing to us by email or post**

Members can email us: [membership@imro.ie](mailto:membership@imro.ie)

Or write to us by post:

IMRO Membership Department

Irish Music Rights Organisation CLG

Copyright House,

Pembroke Row,

Lower Baggot Street,

Dublin 2,

D02 HW59,

Ireland

### **Keeping members informed of key decisions**

Further to the governance and decision-making principles outlined earlier in this code, IMRO follows these three steps when making decisions that affect members:

1. The IMRO Board of Directors reviews and approves policy recommendations made by management or by a mandated sub-committee of the Board of Directors.
2. As part of the review and where relevant, the Board of Directors takes into consideration any financial implications through impact analysis on the membership and will recommend implementation plans as appropriate.

3. A full communication plan to inform the affected membership is undertaken, using the usual communication channels as appropriate, subject to any commercially sensitive considerations.

These may include email, post, phone and the IMRO website.

## **10. MEMBER SERVICES**

Answers to [frequently asked questions](#) can be found on our website. For more complex queries, members can contact our Membership Department. They need their membership CAE/IPI number along with the specific information relating to their query and in the case of queried performances, details of music usage.

## **11. IMRO SERVICE STANDARDS**

Members can expect our staff to be courteous and professional at all times. Our service standards are routinely subject to review and any changes and improvements will be updated through our website and other member communication channels.

We aim to acknowledge or answer service requests from members within two working days. An explanation is sent to the member if a complete answer is not possible during that time.

As we progress the service request we will send the member further updates explaining the action taken to resolve the enquiry, and outline the next steps.

## **12. WORKS REGISTRATIONS**

In order for IMRO to be able to distribute royalties, members need to register their works with us using our [Online Registration Service](#).

If a work is subject to a conflict, such as a duplicate claim, then the relevant policy will apply. See our [website](#) for more information.

From time to time we upgrade our systems and, if we have to suspend a service standard, we notify members in advance.

### **If things go wrong**

We know that from time to time, despite our best efforts, things can go wrong. Members who feel they have been dealt with incorrectly can contact us by post, phone or email.

## **13. MAKING A COMPLAINT**

If we have been unable to resolve the concern to the member's satisfaction, in the first instance, members should follow our complaints procedure, which is set out below and available on our website.

We take all complaints seriously and view them as a way to better understand members' needs and improve our service levels where possible.

Our complaints procedure can be used if a member believes that we:

- have not complied with our published service standards;

- have not applied stated policy (all applicable policies are available [online](#)) or followed a stated procedure (including any procedures referred to in this code or that we may otherwise have published from time to time, relating to the termination of membership);
- have not applied a provision of this code or our complaints procedure;
- have not followed due process in setting a policy and this has adversely affected the administration of their rights; and/or
- have not complied with a provision of the membership agreement.

### **13.1 How to complain**

Members should complete the [Complaints Form](#), provide any supplementary documentation and address the complaint to:

Director of Marketing & Membership  
 Irish Music Rights Organisation CLG  
 Copyright House  
 Pembroke Row  
 Dublin 2  
 D02 HW59  
 Ireland

We will acknowledge the complaint within two working days.

#### **What happens next?**

We will send a full response within 15 working days from receipt of the complaint. In cases where royalty payment is sought, the response will also confirm the payment of royalties or will detail the reasons why we feel payment should not be made.

Hopefully this will resolve the complaint. However, if a member is unhappy with the response, they should write within 28 days to the Director of Marketing & Membership stating their reasons.

The Marketing & Membership Director will respond in writing within two working days from receipt of the letter and will either:

- confirm or vary the earlier decision and advise on their right of redress; or
- advise that a further response will be given once further advice has been obtained and provide an indication of the likely timescale to reach a final decision.

If we have completed our investigation and provided a written response, we may confirm there is nothing more we can do under our complaints procedure.

#### **14. IMRO MEMBER OBLIGATIONS**

It is the member's responsibility to ensure they act in accordance with the terms and conditions set out in the membership agreement, and they do not:

- provide false or misleading information in relation to their musical works and agreements
- promptly and fully register their musical works
- behave in a rude or unpleasant way with staff
- make unreasonable demands upon IMRO's time and resources

Members are required to:

- check the accuracy of their distribution statements
- notify us of any changes to catalogues as soon as possible

In the rare cases where members do not comply, the Director of Marketing and Membership may be forced to take the following steps in conjunction with the IMRO Chief Executive:

- write to the member formally notifying of the alleged breach, providing a full account of the specific infringements or misconduct and setting out expectations of the member
- the member may be invited to respond in writing to the formal notice within 30 days

The IMRO Chief Executive will consider the response received from the member and will take such action as it sees fit which may include the following:

- a. withdrawal of the official warning
- b. withholding distributions
- c. a caution, warning or admonition
- d. termination of membership

The IMRO Chief Executive must put in writing its decision to the member and give reasons for it.

#### **15. PRIVACY AND PERSONAL INFORMATION**

IMRO is required to comply with the Data Protection (Amendment) Act 2003 and related laws and regulations in so far as they apply to our membership and rights management activities. This includes acquiring and using information we hold about members fairly and lawfully, using it for purposes for which members provide it or have otherwise agreed we may use it; and taking appropriate steps to keep it safe. Generally, we may use the information they provide to us (including any personal data such as names and contact details) in order to provide membership services, including for such purposes as, processing applications for membership and registering members; dealing with any queries about membership; distributing and considering claims for distributions of royalties; enforcing the rights authorised to us to administer under the terms of the Membership Agreement; and informing members of services, including services provided by third parties, that may be of professional or personal benefit.

This may involve exchanging information with other music industry organisations and collecting societies around the world, where required in the course of providing membership services. It may also involve

exchanging data with agents or representatives authorised to deal with us on matters on members' behalf. As a result, we may need to allow these companies to process personal information but they may only do so in accordance with the instructions we give them and to the extent that those instructions relate to things that matters that we are entitled to do in relation to members' information; and consistently with the provisions of the Data Protection (Amendment) Act 2003.

The terms of the membership Agreement may also contain specific details or obligations relating to members' information and how it will be used by us. Where properly requested to do so, we may provide information to prevent and detect crime and where we have to do so by law (for example, under the terms of a court order) or in response to requests properly made by persons acting under legal powers.

Details of our website [privacy policy](#), including our use of [cookies](#), can be found online.

If members subscribe to our member online bulletins, they will always have the option to unsubscribe and details of how to do this are provided each time the bulletin is sent out. We will never provide members' details to third parties for marketing purposes.

## 16. LICENSEES

### 16.1 Introduction

This part of the Code of Conduct sets out our commitments to existing and prospective licensees, who include a wide range of Irish businesses including shops, hotels, offices/factories, restaurants, pubs, television/radio stations and online streaming/download services.

This section explains the ways we can best work together and clarifies our licensing complaints procedure. It also describes what we expect from licensees that use our members' musical works.

### 16.2 Our licences

We license thousands of businesses, organisations and individuals that use copyright musical works in one or more of the following ways:

- By performing musical works in public to customers and staff, either live or in recorded form (including by TV or radio). Such public performance licensees range in scale and activity from concert venues, hotels, bars and nightclubs to retailers, offices, sports clubs, gyms, airlines etc.
- By communicating musical works to the public by means of terrestrial, satellite and online broadcasts, and by making them available in cable programme services and through on-demand services. Our licensees include all major national radio and television terrestrial and satellite broadcasters as well as online services.
- All of the licences that we grant to users, whether large or small, commercial or not-for-profit are known as blanket licences. This simply means that the licensee enjoys the right to perform in public and to authorise others to perform in public any and all works in IMRO's repertoire (within the allowed terms).
- To reflect the value of that licence to so many diverse types of music user, we offer almost 20 tariff which outline the methodology and amount of charge for the music they use. These tariffs are tailored to different types of use, ensuring that there is no unreasonable discrimination between different types of music user or the set of music users to whom the tariff applies. Details of all these [tariffs and those of PPI](#) are available on our website.
- If you would like to find out more about the tariff applicable to you and how much you might be expected to pay under a particular tariff, you can contact us for a free quotation on 1800 661030 or by email at [duallicence@imro.ie](mailto:duallicence@imro.ie)
- In general, our public performance blanket licences continue indefinitely from year to year, subject to termination in line with the Dual Music Licence terms and conditions.
- The licence fee is normally payable in advance on the basis of declared music use, but we make adjustments on the basis of actual usage during or within 30 days of the end of the licence period. If music users do not apply for a licence in advance, their first year IMRO licence rate will be higher than the standard licence rate.



## **16.4 Exclusions**

In some circumstances IMRO may not control all the rights you need to use music in your business. If that's the case, we'll let you know and explain what you need to do to obtain these additional rights.

For example, IMRO does not license rights known as grand rights. These include rights to music used in live operas, ballets and musicals. You will need to obtain permission directly from the publisher of the music in question.

Neither does IMRO license the copying or manufacture of printed music. If you wish to produce scores of musical works or to make physical copies or electronic copies of musical scores, then you'll need to get permission directly from the publisher of that music.

In some circumstances IMRO may not be able to provide access to the full musical repertoire you need, for example in the case of an online music service that needs to operate across many European countries. Again where we don't control the whole repertoire we will explain to you what you need to do to obtain permission.

In all circumstances our licence terms and conditions will explain the detail of what your licence includes and also what it doesn't.

## **16.5 Setting and reviewing our tariffs, schemes and royalty rates**

In proposing new or material amendments to licensing schemes, IMRO will consult fairly, reasonably and proportionately with our licensees and/or their representative bodies and recognised trade bodies, wherever practicable and depending on the scale and scope of the proposed change.

The Controller of Patents, Designs and Trade Marks has jurisdiction over all existing and proposed licensing schemes operated by IMRO and we aim to set reasonable terms and to apply and administer our schemes fairly and consistently.

We aim to make our licensing simple, quick and cost effective while ensuring those that have created and published that music can earn a living by receiving appropriate remuneration for the use of their rights so that they can continue to make great music that is enjoyed and used in Ireland and around the world. IMRO will conduct negotiations for the licensing of rights in good faith. The terms on which rights are licensed by IMRO are based on objective and non-discriminatory criteria.

IMRO will take voluntary industry standards into account as far as possible when agreeing the format for the provision by you of such relevant information at your disposal on the use of rights represented by IMRO as is necessary to enable IMRO to collect rights revenue.

### **[Terms and conditions of the Copyright Music Licence, and the relevant IMRO Tariff.](#)**

We reserve the right to review our terms and conditions of licensing, including our charges, from time to time. Our consultation processes vary depending on the rights and customer groups being considered and the extent of the changes proposed.

## **Our Tariffs and Licences**

The musical works of the songwriters, composers, music publishers, record producers and performers we represent directly or via PPI are the accompaniment to film and television programmes, played on radio

stations, performed live and used in businesses as diverse as pubs and factories. They are also bought, streamed and subscribed to in a range of digital services. IMRO offers a range of licensing solutions for anyone wishing to use copyright music.

## **16.6 Our Aim**

We aim at all times to provide our customers with a professional, efficient and courteous service and to do our best to improve the standards of the service which we provide. The purpose of this Customer Code of Conduct is to set out the standard of service our customers can expect to receive from IMRO and how we can help each other.

## **16.7 Our Commitment to You**

We are an organisation that is committed to fairness and ensuring that we enable those who wish to play, perform, broadcast and make available our music outside the home environment, can do so by getting the permission they need to play or perform the music they want.

We are committed to make the whole process of getting permission to use our music, as quick, easy and affordable as possible.

We are committed to providing an excellent service to our customers, which is courteous, helpful and timely in dealing with queries and requests.

In all your dealings with IMRO you can expect that:

- Our staff will be courteous and professional;
- We have trained our staff to ensure they understand the contents of this Code of Conduct;
- Your music licensing requirements will be clearly explained to you;
- Our processes are clear and transparent;
- We respond to your queries straight away if possible and in any event within 10 working days of receipt;
- We will respond to a request without undue delay indicating, among other things, the information needed in order for IMRO to decide whether to offer a licence;
- We will treat you fairly in relation to other customers and users in similar circumstances; and
- We will correct any agreed errors as quickly as possible.

## **17. CONTACTING YOU**

**If you do not have an IMRO Dual Music licence:**

- It is your responsibility to ensure you have an IMRO Dual Music Licence if you are playing our music in public;
- We aim to make sure that all businesses and organisations that wish to use our music have the right licence to do so;
- We will contact you via post, email, telephone or in person, to determine if an IMRO Dual Music Licence is required;
- We will always let you know if calls are being recorded; and
- We reserve the right to contact you if we have reason to believe you may be playing our music.

**If you have an IMRO Dual Music Licence:**

- We may contact you from time to time to review your music use details;
- We will contact you to collect any balance owing under your licence;
- It is your responsibility to advise us in writing of any change in your performance particulars within 30 days of such change, and in any event no later than 30 days after the renewal dates of your licence;
- If requested you must complete and return any required music use declaration forms and we will invoice you accordingly.

**Visits to your premises**

- An IMRO representative may visit your premises, either at our request or at your request, to arrange a licence or discuss details of an existing licence;
- IMRO have a right of entry to check music use details under the terms of existing licences; and
- You have the right to request identification from all IMRO representatives that request entry to your premises.

**18. CONTACTING US (LICENSEES)**

If you wish to contact us you may do so by telephone, post or by email at the following contacts

Licensing Department  
Irish Music Rights Organisation CLG,  
Copyright House,  
Pembroke Row,  
Lower Baggot Street,  
Dublin 2,  
D02 HW59  
Ireland,  
Phone: 353 1 6614844  
Email: [duallicence@imro.ie](mailto:duallicence@imro.ie)

**You must contact us if:**

- You are playing our music in your premises or at an event and you need an IMRO Dual Music Licence;
- You think a mistake has been made on your account;
- Your music performance particulars have or are about to change;
- You no longer need a licence for your premises;
- You wish to make a complaint; or
- Your business is ceasing to trade or being transferred to a new owner.

**19. INVOICING ACCURACY**

We are committed to calculating your invoice accurately. If you have a query regarding tariff prices or music performance particulars, please do not hesitate to contact us, either direct via telephone or via email to [accounts@imro.ie](mailto:accounts@imro.ie), and we will endeavour to answer your query.

You must familiarise yourself with our [General Terms Applicable to Tariffs and Licences](#) applicable to the Dual Music Licence Contract and related IMRO and PPI Tariffs.

**Refunds Guaranteed**

If for any reason you are due a refund, we guarantee to issue it within 15 working days of request.

**20. YOUR QUERIES ANSWERED**

At IMRO we are committed to providing a quick response to your queries.

**We aim:**

- to answer telephone calls promptly. If the person you speak to is unable to deal with your enquiry, we will arrange for the right person to call you back as soon as possible. Our normal office working hours are 9-5pm daily.
- to respond to written correspondence by mail or email within a maximum of 10 working days of receipt. In the unlikely event IMRO are not in a position to provide you with a complete response within these targets, we will commit to communicating to you as to why, what the current status is and an approximate timeframe for completion within the initial target deadline.

**Fair Marketing**

We are committed to protecting you against unwanted, unfair or misleading marketing from IMRO.

**Your Obligations**

- It is your responsibility to ensure you have an up to date IMRO Dual Music Licence if you are playing our music outside of the domestic environment;

- The Copyright & Related Rights Act, 2000 (as amended) requires you to obtain permission from the copyright owner before you perform or authorise the performance of copyright music in public;
- When you take a licence, your rights and obligations will be set out in the standard terms and conditions of your licence. Further General Terms and Conditions applicable to the Dual Music Licence Contract and related IMRO and PPI Tariffs are available [online](#).
- If your licence payment becomes overdue we will contact you by post, email or telephone to remind you that payment is due. If payment is not received, we may refer your account to our solicitor.
- If you have a licence from IMRO and you unreasonably refuse to provide details of your music use at any time, or refuse to make payment of royalties due thereon, you may be in breach of contract and IMRO may take further action.
- If you use our music without a licence you could be liable for infringement of copyright and we reserve the right to take action for such infringement;
- If we have established that you are using our music, or if we have reason to believe that you may be using our music, and you have not taken out a licence, we may collect evidence of your music use;
- We will never try to collect infringement evidence until we have asked you to take out a licence and you have been given 10 working days to do so.

**Nothing in this Licensee Code of Conduct shall override the Dual Copyright Music Licence Contract, the General Terms and Conditions applicable to the Dual Music Licence Contract and related IMRO and PPI Tariffs and the applicable IMRO and PPI Tariffs.**

## **21 MAKING A COMPLAINT**

Licensees should follow our complaints procedure which is designed to be simple and quick and can be used if the licensee believes that:

- we have failed to follow our own procedures, including any undertakings to licensees detailed in this code;
- we have charged them incorrectly;
- we have been discourteous or unprofessional;
- we have unreasonably delayed or failed to take action;
- we have given them wrong or misleading information.

### **21.1 How to complain**

Write to:

Director of Licensing  
 Irish Music Rights Organisation CLG  
 Copyright House,  
 Pembroke Row,  
 Lower Baggot Street,  
 Dublin 2,  
 D02 HW59  
 Ireland

Phone: 353 1 6614844

Email: [accounts@imro.ie](mailto:accounts@imro.ie)

We will acknowledge the complaint upon receipt of the letter and advise if the complaint is not considered within the scope of our complaints process. We will then send a full written response within 20 working days of receiving the complaint. If a complaint is rejected we will provide you with reasons. If a licensee is unhappy with the response, they should write to the Director of Licensing (at the above address) stating their reasons.

The Director of Licensing will respond in writing within 10 working days from receipt of the letter and will either:

- confirm or vary the earlier decision giving reasons for doing so; or
- advise of any further actions being taken regarding the complaint and the associated timescales.

If we have completed our investigation and provided a written response, we may advise that there is nothing more we can do under our complaints procedure.

Following a response to a complaint, we will consider the matter to be concluded unless we receive further correspondence within 10 working days, or as advised in our correspondence.

Generally, we may use the information that licensees provide to us, including any personal data such as names and contact details, for the purposes of exercising and enforcing our copyrights and administering the terms of our licences. This may include contacting licensees for the purposes of verifying music use under the terms of our licence or establishing whether a licence is required. We sometimes use other parties to provide services to us in relation to the enforcement of our rights and administration of our licences. As a result, we may need to allow these companies to process personal information but they may only do so in accordance with the instructions we give them and to the extent that those instructions relate to things that we are entitled to do in relation to that information; and consistently with the provisions of Data Protection (Amendment) Act 2003.

The terms of a IMRO Dual licence may also contain specific details or obligations relating to information and how it will be used by us.

Where properly requested to do so, we may provide information to prevent and detect crime and where we have to do so by law (for example, under the terms of a court order) or in response to requests properly made by persons acting under legal powers.

## 22. APPEALS PROCEDURE

### 22.1 Introduction

The Irish Music Rights Organisation CLG (IMRO) has an appeals procedure to cater for situations where a complainant is dissatisfied with the outcome of their complaint to IMRO and wishes the organisation to re-examine their complaint.

### 22.2 General principles

- There will be one appeal only of a complaint decision;
- The original Department Director dealing with the complaint will have an opportunity to explain his/her decision and will be informed of the appeal decision;
- The IMRO Chief Executive, who on the basis has had no previous involvement with the case will review the original judgement before taking a decision to bring the complaint to the attention to the Board of Directors; and
- All members of the organisation will act professionally and impartially with complainants and colleagues when conducting appeal work.

### 22.3 Appeals Executive

The IMRO Chief Executive will ensure that appeals are carried out in accordance with our appeals procedure. The Chief Executive will write to the complainant about acceptance of an appeal by the IMRO Board of Directors.

The IMRO Board of Directors may from time to time appoint a panel of persons to be known as the **Independent Board of Appeal** which can determine complaints regarding the authorisation to manage rights and termination or withdrawal of rights, membership terms, the collection of amounts due to rightsholders, deductions and distributions as required by Regulation 31 (1) of the European Union (Collective Rights Management) (Directive 2014/26/EU) Regulations 2016.

(a) The Board of Appeal shall consist of a Chairman who shall be legally qualified and two lay members. The Chairman and one lay member shall be neither employed by nor be a Member of IMRO. The other lay member may be a Member of IMRO but shall not be a member of the Board of Directors or of any Committee of IMRO. Remuneration of the members of the Board of Appeal shall be at the discretion of the Board of Directors.

(c) If a complaint is referred to the Board of Appeal the Chairman of the Board of Appeal shall give such directions as he considers appropriate to ensure a fair and orderly hearing and determination of the complaint.

(d) The Board of Appeal shall regulate its own procedure and shall determine the complaint after a fair and impartial hearing.

## **22.4 Making an Appeal**

Where a complainant expresses dissatisfaction with the decision on his/her complaint, the matter will be referred in the first instance to the IMRO Chief Executive. The IMRO Chief Executive will consider whether an appeal should be accepted.

We ask that appeals of our decisions are made within one month of the decision letter. If an appeal is received outside the 1 month timeframe the IMRO Chief Executive may request an explanation for the delay in appealing. If a proper explanation is not provided, the IMRO Chief Executive may decide not to accept the appeal. In addition, an appeal may not be accepted if the complainant has not demonstrated that:

- new relevant evidence/information has become available which might have had a bearing on the original decision in the case;
- there was a failure on the part of IMRO to examine a relevant and substantial issue;
- there was a failure on the part of IMRO to obtain relevant and necessary information from the individual/company concerned;
- the individual/companies stated position is incorrect (this should be supported by evidence of some nature);
- the complaint has been misunderstood or misinterpreted by IMRO; and
- the decision of IMRO was incorrect or unreasonable in the context of the complaint made or the particular circumstances of the case.

In some cases, the IMRO Chief Executive may consider that further clarification should be provided to the complainant rather than treating the case as an appeal. In such cases the IMRO Chief Executive will ask the appropriate IMRO Department Director to provide the complainant with the necessary clarification. If this fails, the case will revert to IMRO Chief Executive.

## **22.5 Accepting an Appeal**

When an appeal is accepted the IMRO Chief Executive will write to the complainant and invite him/her to provide further information in support of the appeal. The IMRO Chief Executive will inform the complainant that there is one appeal only.

The IMRO Chief Executive will allow 14 days for the complainant to provide further information. If no additional information is provided within 14 days, IMRO Chief Executive will assume that the complainant does not wish to provide further information and will proceed to the next stage of the appeals process.

## **22.6 IMRO Department Directors note on the appeal**

When the complainant's additional information has been received the Chief Executive will ask the relevant IMRO Department Director to provide a brief note on the complaint and to include the following:

- A brief summary of the complaint.
- The factors which the IMRO Department Director considered when reaching his/her decision.

If the IMRO Department Director states that he/she considers that the appeal is being made on the basis of new and relevant information which makes a different outcome possible, the case will be closed and a



new complaint will be opened and dealt with by the original IMRO Department Director. The Chief Executive will inform the complainant that a new complaint has been opened and that the relevant IMRO Department Director will re-examine the complaint and the new information provided.

### **22.7 Assignment of Appeal**

In all cases, the complainant will be advised if the appeal has been brought before the IMRO Board of Directors for consideration by a Board of Appeal.

### **22.8 Examination of Appeal**

In order to fully consider the complainant's appeal a proper review by the Board of Appeal of the complaint decision will be carried out. The following will be considered:

- The original complaint;
- The relevant IMRO Department Director's decision/closing letter;
- The complainant's appeal letter and any additional information provided in support of the appeal; and
- The relevant IMRO Department Director's note on the complaint/appeal.

### **22.9 Appeal Decisions**

We try to reach a decision on appeal cases within 6 – 8 weeks. If an appeal cannot be dealt with within this timescale, the complainant will be advised that the appeal may take longer than previously indicated.

If the original decision on the case is upheld, the Board of Appeal will ensure that all relevant matters mentioned in the appeal are addressed in the appeal decision letter.

If the original decision is reversed and the complaint is upheld, the Board of Appeal will include an apology in the appeal decision letter and an explanation for the change in outcome.

If the Board of Appeal considers that further examination is needed, the appeal will be closed and a new case will be opened. The complainant will be informed of the decision to carry out a further re-examination of the complaint.

### **22.10 Persistent Correspondence**

As stated above there is only one appeal. Where a complainant continues to correspond on a complaint that has already been decided through the appeals procedure, the correspondence will be forwarded to the Board of Appeal.

If an exceptional circumstance exists, whereby new information has come to light that was not available to the complainant at the time of making his/her original appeal, the Board of Appeal will consult with the person who considered the appeal. If appropriate, the appeal/complaint may be re-examined having regard to the new information submitted.

In some instances the Board of Appeal may consider that further clarification should be provided to the complainant and will ask the IMRO Department Director who considered the complaint to write to the complainant.

In most cases the Board of Appeal will issue a standard letter stating that an appeal was provided and that IMRO will not be taking any further action on the matter.

**Please send your appeal to:**

IMRO Chief Executive  
Irish Music Rights Organisation CLG  
Copyright House,  
Pembroke Row,  
Lower Baggot Street,  
Dublin 2,  
D02 HW59  
Ireland

Or, email your appeal to [appeals@imro.ie](mailto:appeals@imro.ie)

### **23. MORE ABOUT THE IMRO CODE OF CONDUCT**

From time to time, we may change the standard terms and conditions of our licence, including the tariffs and charging policies which we use to calculate the licence fees payable. For any comments or queries about our standard terms and conditions please check out our website or contact: [info@imro.ie](mailto:info@imro.ie)

We will conduct a formal review of our Code of Conduct, including our complaint handling and dispute resolution procedures at least once every three years. We may also review and revise the Code, including any complaint handling and dispute resolution procedures, within that time frame in order to meet minimum standards applicable to Irish collecting societies that may from time to time be published by the Government and other relevant regulatory bodies.