



**IRISH MUSIC RIGHTS ORGANISATION CLG**

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**STANDARD TARIFF I**

Introduced on 1<sup>st</sup> January 2016

Effective from 1<sup>st</sup> January 2022

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

**1. SCOPE OF TARIFF**

This tariff applies to Mechanical Performances\* of copyright music within the Repertoire Controlled by IMRO as a background to work, meals, breaks, exercise or recreation at workplaces such as offices, factories, canteens or restrooms.

All other performances will be assessed under the appropriate tariff covering such performances.

**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

**1<sup>st</sup> January 2022 and 31<sup>st</sup> December 2022**

Unit of Charge	Higher Royalty Rate	Standard Royalty Rate
	€	€
For each unit of 25 employees or part thereof	144.57	96.39

**The minimum annual Royalty under this tariff is €96.39**

\* See Definitions

#### 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 are unauthorised and constitute **an infringement of copyright** and will be charged as unlicensed performances at the Higher Royalty rate.
- (iii) Standard Royalty rates shall apply after the first Licence Year only if there is a valid Dual Licence Contract in place between IMRO and the Licensee.

#### 5. INFLATION ADJUSTMENT

The foregoing Royalty rates are related to the Consumer Price Index of Retail Prices for mid-October 2021 (on the November 1996 base), as published in the Irish Statistical Bulletin, and will be adjusted on 1<sup>st</sup> January 2023 and on each subsequent anniversary of that date in proportion to annual changes in that Index.

#### 6. DEFINITIONS

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

**“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.

**“IMRO”** means the Irish Music Rights Organisation CLG.

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

**“Mechanical Performances”** include performances by means of a record/tape/CD player or by means of a radio or television set operated on the premises or by diffusion through a loudspeaker, however conveyed, from another part of the premises.

#### 7. 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.