



GENERAL TERMS AND CONDITIONS THEATRE & DANCE

Art. 1 - Permission to use the theatre repertoire managed by Sabam is obtained:

- if the service theatre & dance is in possession of a license application at least 48 hours before the performance;
- if the service theatre & dance is in possession of the overview of the receipts no later than 14 days after the last performance;
- if the invoice is paid no later than 30 days after receipt.

Art. 2 - The rate is increased by 10%, with a minimum of € 10, in case the license application is submitted less than 48 hours before the performance. The rate is increased by 15%, with a minimum of € 25, in case no application was submitted or in case an incomplete or incorrect application and/or overview of the receipts was submitted.

If the Sabam representative has to travel, the organizer will be charged an additional lump sum fee of € 75. Furthermore, if an assessment report has to be drawn up, the organizer will be charged an additional lump sum fee of € 50. If no overview of the receipts was submitted, the rate shall assume a full venue.

Art. 3 - The rate shall be communicated upon formal confirmation of the permission. If the organizer cannot accept the specified conditions, he must notify Sabam of this and refrain from using the repertoire managed by Sabam.

Art. 4 - Cancelled performances must be reported by letter or mail, at the latest on the day for which the application was made. For each cancelled performance reported after the scheduled date of performance, the minimum shall be charged.

Art. 5 - Sabam reserves the right to verify the accuracy and exhaustiveness of the exploitation data provided by the organizer concerning the performance in question, in accordance with Articles XI.202 and XI.269 of the Belgian Code of Economic Law. The organizer undertakes to grant Sabam access to all documents relating to the performance, up until 5 years after the date of the performance, or to provide these documents, on simple request by Sabam and within the stipulated period.

Any fraudulent statement by the organizer shall give rise to prosecutions, as determined in Articles 196 and 197 of the Belgian Penal Code.

Free admission tickets made available in return for a sponsorship agreement are also taken into account when calculating the gross receipts, in accordance with their actual retail value.

Art. 6 - If performances take place without prior permission, or if requested documents (overview of the receipts) are not provided within the stipulated period and if payments are not made in time, Sabam reserves the right to claim, by judicial means, an additional amount by way of compensation, in addition to the established royalties calculated in accordance with the above mentioned articles 1 and 2, in the amount of 20%, with a minimum of € 125.

Art. 7 - Up to fifteen minutes before the start of the performance, the organizer will keep two first class tickets (per performance) at hand for Sabam or its representative. Furthermore, the latter shall be allowed free access to all locations where the performances take place.

Art. 8 - Any performances of the Sabam repertoire without explicit permission from Sabam shall be subject to prosecution. Any additional costs are at the expense of the organizer.

Art. 9 - In the event of disputes or non-compliance with the stipulated conditions, the parties acknowledge the jurisdiction of the courts and tribunals of Brussels, or of the registered office or place of residence of the organizer, at the choice of Sabam.

Art. 10 - Assessment costs, costs associated with compiling a judicial file or costs of reminders or formal notices are at the expense of the organizer.