

GENERAL TERMS AND CONDITIONS

Art. 1. Sabam hereby explicitly grants the licensee of the agreement “Subscription music performances” the permission, referred to in Article XI.165 of the Belgian Code of Economic Law, to perform all protected works belonging to the Sabam as well as the international repertoire, as determined in the following articles.

This permission may not be transferred and only applies to copyright, not to related rights (i.e. rights of performing artists and producers).

In the case of performance by mechanical or electronic devices, this permission is limited to the use of legally manufactured audio or audiovisual carriers and/or legally downloaded audio or audiovisual files.

Art. 2. With respect to Sabam, the licensee remains responsible for performances in his establishment, either by himself, or, with his consent, by third parties, for whom he is jointly and severally liable in that case.

Art. 3. The licensee shall immediately report to Sabam any change in his establishment or activity which may affect the contractual terms as stipulated in Article 1.

Art. 4. The legally owed copyright royalties shall be determined on a lump sum basis, in accordance with the applicable rates, and must be paid by the licensee within 15 days, by transfer to the bank account of Sabam.

Art. 5. The royalties are linked to the index stated in the applicable rate. Each index fluctuation may result in an adjustment of the royalties and will be reported by Sabam to the licensee through a notification on the invoice.

During the first year, the applied rate shall be increased by 15%, with a minimum of € 25, if the Sabam repertoire is used without prior permission.

If the Sabam representative has to travel, the licensee will be charged an additional lump sum fee of € 75.

Furthermore, if an assessment report has to be drawn up, the licensee will be charged an additional lump sum fee of € 50.

Art. 6. At the request of Sabam, the licensee shall provide Sabam with a statement of the performed works (i.e. a programme), each year during the expiration month.

Art. 7. If the invoice has not been paid by the expiration date, the licensee will be charged a lump sum fee of € 15 per reminder.

Furthermore, if the invoice has not been paid within 8 days after a second reminder, Sabam will be able to claim damages amounting to 15% of the invoice amount, with a minimum of € 125.

If Sabam has to incur additional costs to obtain payment of the invoice, these will also be charged to the licensee.

Art. 8. This agreement is valid for one year, subject to special mentions. It will be tacitly renewed each year, unless it is terminated by either party by registered letter at least one month before the expiration of each annual expiration date. If the licensee submits proof of the discontinuation of activities (i.e. written evidence from a competent authority) and provided that this discontinuation takes place in the first six months of the current contract, the licensee can obtain a refund of 50% of the amount annually due. In all other cases, the royalties shall remain due until the end of the contract period.

Art. 9. Sabam undertakes to notify the licensee in writing of any change to these terms and conditions or to the rates.

This notification will take place at least two months before the new terms and conditions or rates enter into force.

If the licensee, after having been notified of the changes, does not accept the new terms and conditions, he must inform Sabam of this in writing no later than 15 days before the new terms and conditions or rates enter into force.

In that case, the agreement expires on the day that these new terms and conditions should have come into force.

If no written response is sent within the aforementioned period, the licensee shall be deemed to accept the new terms and conditions of this agreement.

Art. 10. 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 / place of residence of the licensee, at the choice of Sabam.

All personal information you provided us with is entered into our file for the purposes of copyright management and follow-up. The file holder is Sabam CVBA, with its registered office at 1040 Brussels, 75-77 Rue d'Arlon. In accordance with the Law of 8 December 1992, you are entitled to access and correct this information. You can also consult the public register.