



# TERMS OF AGREEMENT



The following conditions are valid from 1 Jan 2017 until further notice. By signing the Agreement for Music Use, music users are allowing SAMI the right until further notice to bill accordingly based on the information provided in connection with the signing.

## 1. Coverage

The agreement governs the scope of conditions and rates for accessing sound recordings under § § 45-47 in the Swedish Copyright Act with regards to:

**The playback of** published sound recordings (records, CDs, music files, cassettes, etc.)

**The playback of** recorded music, produced with the permission of SAMI / IFPI or any other producer, and provided through rental or sale

**Both** the simultaneous and unchanged retransmission of radio and television broadcasting.

Music users shall pay for accessing sound recordings in business premises.

### Protocol note

Both parties note that the copying of music from records, CDs, music files, cassettes, etc. to other equipment for the use of making recordings available as described above, requires a separate agreement. Furthermore, a recording of broadcast radio or television programs require special agreements.

## 2. Prices

For making available under paragraph 1 above, the music user shall pay SAMI / IFPI according to the attached price list.

VAT of 6% will be added to all prices. Prices then follow the annual development of the consumer price index with a base month in July of the previous year and are regulated each year as of January 1.

## 3. Reporting

The music user within the following areas of music use shall send an account in writing to SAMI.

- **Gym and sports centres:** report the number of supervised trainings twice a year, no later than August and January.
- **Hotels:** report the number of nights rooms are let twice a year, no later than August and February. (Seasonal activities shall be reported once a year.)
- **Dance** (venues with dancing): report the number of guests twice a year, no later than August and February.
- **Dance courses/dance schools:** report the number of participants in classes per term and the number of paying visitors at shows etc. once a year, no later than 31 January.
- **Sports clubs:** report the number of supervised trainings one a year, no later than 31 January.
- **Festivals:** report the number of visitors at the end of the festival.

- **Events:** report the number of visitors once a year, no later than 31 January.

If the report is made after the specified date SAMI will charge the music user according to estimated use. In this event SAMI will charge an administrative cost of 500 kr plus VAT.

## 4. Reporting phonograms

If SAMI/IFPI should request it in advance, the music user shall report on which phonograms have been played within a specifically requested scope.

## 5. Invoicing

Music usage is paid by invoice. The terms of payment are 30 days. SAMI owns the right to charge penalty interest and a late payment surcharge should any delay in payment occur. In the event of any penalty billing, a recovery cost will be charged.

## 6. Changing circumstances

The music user is aware of its obligation to promptly notify SAMI in writing should the circumstances submitted under this Agreement regarding the use of music in any way change; that is if the using of recorded music for example is restricted, expanded or terminated. The same applies should the address and / or firm change or if the activity ceases or is transferred. Upon transfer, the new owner's name and address shall be notified to SAMI. The music user is liable to pay in accordance with the data in the attached agreement for music use until the date SAMI is informed in writing of changed circumstances.

Notification as stated above will be confirmed in writing by SAMI.

## 7. Changing conditions

These conditions apply until further notice. Terms Modification shall be announced not later than one month before the amendment enters into force together with the date of the change. If music is performed after its entry into force it will be considered that the music user has accepted the amendment.

## 8. Transfer

The music user is not entitled to assign the agreement for music use to another party.

## 9. Dispute

Any dispute under this agreement shall be dealt with according to Swedish legislation in a Swedish court of law.