

The following conditions are valid from 1 Jan 2022 until further notice. These general Contract Terms apply unless SAMI has signed a separate agreement. By signing the license file 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 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 (or will be subject to VAT at the prevailing rate). 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 licensing shall send an account in writing to SAMI retroactively once, twice or seasonally, as specified in the agreement.

If the report is not received within the agreed time, SAMI has the right to invoice the music user based on estimated information and the music user is obliged to pay according to this estimate unless correct information is reported before the due date of the invoice.

In the event of a delay or failure to report, SAMI will charge a fee of 500 SEK excl. VAT to cover the increased administration costs.

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. BILLING

The music user pays by invoice. Payment terms are 30 days. SAMI owns the right to charge penalty interest rate and a late payment fee should any delay in payment occur. In the event of any rate billing a sales tax will be charged.

An invoice fee will be applied on monthly and paper invoices.

6. CHANGE IN 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 if there is a change in the address and/or company, in the reference or purchase number/cost centre or if the activity ceases or is transferred. Should the invoice be returned to SAMI due to incorrect details, as per the above, and must be completed or changed, SAMI has the right to debit an administrative cost of 500 SEK excl. VAT.

The music user is liable to pay in accordance with the data in the attached music license until the date SAMI informed in writing of changed circumstances.

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

7. CHANGE IN TERMS

These terms apply until further notice. Any modification of the terms 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 license to another party. If the business is transferred, the music user shall inform SAMI of the new owner's name, registration number and address.

9. DISPUTE

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