

## The General Tariff 2019

The General Tariff applies to Music Usage in the form of performances of music by one (or more) performing artist(s) and/or through Sound Equipment, even if that Music Usage takes place during an event that is not specifically aimed at that Music Usage.

The General Tariff does not apply where a Special Tariff from Buma is applicable. In all cases where confusion might arise regarding the applicable tariff for the use of music, the General Tariff will apply.

Please refer to the tariff conditions for an explanation of definitions.

### The Tariff

The General Tariff is based on a sliding scale system that operates through tranches. The license fee to be paid is calculated per event, and, in each case, per day, based on a percentage of the Receipts. If there are no receipts, or if the total amount of Fees and Buy-out Fees is higher than the Receipts, the amount to be paid will be determined on the basis of a percentage of the total amount of Fees and Buy-out Fees (whichever amount is the higher).

The following tranches apply:

If more than 2/3 of the total duration of the programme consists of Buma protected worldwide repertoire

Up to € 100.000,00	= 7%
€ 100.001- € 500.000	= 6,25%
€ 500.001- € 1.000.000	= 5,50%
€ 1.000.001- € 1.500.000	= 4,75%
€ 1.500.001- € 2.500.000	= 4,00%
€ 2.500.001- € 3.500.000	= 3,25%
€ 3.500.001 and higher	= 2,50%

If a maximum of 2/3 of the total duration of the programme consists of Buma protected worldwide repertoire

Up to € 100.000,00	= 5%
€ 100.001- € 500.000	= 4,50%
€ 500.001 - € 1.000.000	= 4%
€ 1.000.001- € 1.500.000	= 3,50%
€ 1.500.001 - € 2.500.000	= 3%
€ 2.500.001 - € 3.500.000	= 2,50%
€ 3.500.001 and higher	= 2%

If a maximum of 1/3 of the total duration of the programme consists of Buma protected worldwide repertoire

Up to € 100.000	= 3%
€ 100.001- € 500.000	= 2,75%
€ 500.001- € 1.000.000	= 2,50%
€ 1.000.001 - € 1.500.000	= 2,25%
€ 1.500.001 - € 2.500.000	= 2,00%
€ 2.500.001- € 3.500.000	= 1,75%
€ 3.500.001 and higher	= 1,50%

An example: an event consists of more than 2/3 of Buma repertoire. The total of the Receipts, excluding VAT, amounts to € 1,300,000, and the total amount of Fees/Buy-out Fees is € 1,000,000. The license fee is calculated based on the Receipts, as follows:

€ 100.000	= 7%	= € 7.000
€ 100.001- € 500.000	= 6,25%	= € 25.000
€ 500.001 - € 1.000.000	= 5,50%	= € 27.500
€ 1.000.001- € 1.300.000	= 4,75%	= € 14.250
Total payment		= € 73.750

#### Minimum license fee

Regardless of the amount of the Receipts, Fees and Buy-out Fee, there is a minimum tariff per day/performance. This is determined according to the table below. For Music Use in the open air, a minimum Area of 700 m<sup>2</sup> is applied.

Oppervlakte t/m	prijs per dag/uitvoering
50m <sup>2</sup>	€ 26,26
100m <sup>2</sup>	€ 29,93
150m <sup>2</sup>	€ 33,60
200m <sup>2</sup>	€ 37,27
250m <sup>2</sup>	€ 40,94
300m <sup>2</sup>	€ 44,61
350m <sup>2</sup>	€ 48,28
400m <sup>2</sup>	€ 51,95
450m <sup>2</sup>	€ 55,62
500m <sup>2</sup>	€ 59,29
550m <sup>2</sup>	€ 62,96
600m <sup>2</sup>	€ 66,63
650m <sup>2</sup>	€ 70,30
700m <sup>2</sup>	€ 73,97
750m <sup>2</sup>	€ 77,64
800m <sup>2</sup>	€ 81,31
850m <sup>2</sup>	€ 84,98
900m <sup>2</sup>	€ 88,65
950m <sup>2</sup>	€ 92,32
1.000m <sup>2</sup>	€ 95,99

In the case of a Area of more than 1,000 m<sup>2</sup>: for each 50 m<sup>2</sup> or part thereof above 1,000 m<sup>2</sup>, a surcharge of € 3,67.

#### **Some particular forms of music use**

##### Music during films shows and other audio-visual presentations

For the use of Mechanical music during films and other audio-visual presentations in cinemas (theatres) and other comparable venues, the charge amounts to 6% of the Receipts, with a minimum per performance/presentation based on the Area according to the prices shown above. If film footage is shown during a musical performance, the General Tariff will apply.

##### Carillon playing

The price per playing of the carillon is € 9,58. For automatic playing, the price is € 486,57 per calendar year.

### Special Event

For events with a duration of at least 2 days and with total Receipts above € 1,000,000.00 (excluding VAT), in which the costs of an overnight stay (camping/ hotel / bungalow) are included in the ticket price, 45% of the price of the tickets including overnight stay may, subject to certain conditions, be deducted before the calculation of the total Receipts. The condition for this is that the performing artists must in no way share in the proceeds of the Receipts. After the deduction of 45%, the license fee will be calculated in accordance with the General Tariff.

All the above prices are quoted exclusive of VAT.

## **Tariff Conditions for The General Tariff for Music Use**

### 1. Definitions

Fees:	the total gross amounts, including income tax and social charges, as well as expenses and costs of light and/or sound installations, that the organiser of a performance must pay to musicians and others for their contribution to the performance.
Sound Equipment:	(electrical) devices (also) aimed at the mechanical processing or reproduction of sound.
Music Usage:	The public performance of musical works be within the repertoire represented by Buma.
Area:	the gross area of the premises in which the music is audible (without any deduction from the area of, for example, stage, bar area and so on).
Receipts:	the total amount of gross proceeds from admission fees, grants, donations, sponsorships, exchange transactions (bartering), income from programme sales and/or other income related to the performance; the applicable VAT may be deducted from this total gross amount.
Special Tariff:	the special tariffs in the sense of these Tariff Conditions for the General Tariff for Music Use are, among others: <ul style="list-style-type: none"> <li>- the tariff for entertainment music in the hospitality sector;</li> <li>- the tariff for entertainment music for welfare;</li> <li>- the tariff for central transmission;</li> <li>- the tariff for mechanical background music;</li> <li>- the tariff for featured mechanical music during sports classes.</li> </ul>
Buy-out fee:	the gross amount, excluding the applicable VAT, that is requested by the agency that books the performers, musicians, artists, discos, drive-in shows etc.

### 2. General Terms and Conditions

To (the request for) agreements of Buma with music users and any resultant agreements and commitments arising from these, the general Terms and Conditions apply and whatever is determined in the applicable tariff, including the tariff conditions. These terms and tariffs can be consulted via [www.bumastemra.nl/algemeentarief](http://www.bumastemra.nl/algemeentarief), are available at Buma for inspection, and can be sent on request.

### 3. Scope

The General Tariff applies to Music Usage in the form of performances of music by one (or more) performing artist(s) and/or through Sound equipment, even if that Music usage takes place during an event that is not specifically aimed at that Music Usage.

### 4. Special tariff

The General Tariff does not apply where a Special Tariff from Buma is applicable. In all cases where confusion might arise regarding the applicable tariff for the use of music, the General Tariff will apply.

### 5. Obtaining permission

Music users can obtain the copyright permission from Buma for the use of music stated in the tariff by concluding an agreement with Buma for one or more performances.

### 6. Surcharge for a subsequent agreement

The prices for the specified music use only apply if an agreement for Music Usage is concluded with Buma in advance. If a music user did not conclude a prior agreement with Buma for the Music Usage, Buma may charge a surcharge of 50% of the price for that Music Usage, with a minimum of € 25.00. Buma is not obliged to provide consent subsequently.

### **General Terms and Conditions**

1. For the public performance of musical works (hereinafter referred to as: (Music Use) within the repertoire represented by Buma, the music user must have prior copyright permission from Buma. The mere fact that the music user pays an amount to Buma can never mean that permission is thereby obtained from Buma, because the music user can only obtain this permission by concluding an agreement with Buma according to the terms and conditions. These General Terms and Conditions of Buma will apply to the agreement together with the stipulations in the agreement referring to the application of the respective tariff of Buma. The applicable tariffs including tariff conditions, which may be amended annually by Buma, are available at Buma for inspection. They will be sent on request. Buma only grants permission for music use specified in the agreement.
2. The agreement will enter into force through the timely payment of the amount due, and shall commence on the effective date stated in the agreement. An agreement of indefinite duration (ongoing agreement) will continue until the date on which it is cancelled by the music user or by Buma. Notice of cancellation must be given in writing. An agreement with indefinite duration can be terminated at any time, with effect from 1 January of the following year. There is, however, a notice period of one calendar month for an ongoing monthly agreement for the use of entertainment music. A fixed-term agreement terminates by law after the expiration of the term.
3. The price specified in the agreement will be adjusted annually by Buma to reflect any changes in the price level, in accordance with the Consumer Price Index for all households published by Statistics Netherlands (CBS), derived in June of the current year compared to June of the previous year.
4. In the case of an agreement with indefinite duration, the price for the use of music must be paid in advance, and always within 30 days from the date of the invoice. The music user will be legally in default if the payment is not made within this period. Buma still has the right to recover the owed amount from the music user, together with statutory interest and any other legal costs and expenses incurred.
5. If the music user finds himself unable to make use of the copyright permission granted by Buma due to circumstances that are not regarded as his responsibility by law, legal action or according to socially accepted notions, Buma is not required to repay any advance payments that have been made, unless the music user has given Buma timely written notice of that circumstance. In this case, Buma shall provide a refund for every whole, unexpired calendar month since receipt of the notice.
6. If and when changes occur on the side of the music user with regard to the data laid down in the agreement, the music user must inform Buma of this in writing. In this case, Buma will have the right to adjust the agreed price in accordance with its rates for the modified use of music. If the

music user does not provide this notice, he will not have the copyright permission from Buma that is necessary for the changed use of music.

7. In connection with the establishment of the data on the basis of which the amount due for the music copyright is calculated and/or the distribution of the available funds to the right holders takes place, the music user shall, on the first request from Buma, provide full information, in the manner specified by Buma, of the (musical) works played in public by the music user, including jingles, commercials, theme tunes etc., and any other information that Buma might need in that context.
8. The music user can only transfer his rights and obligations from the agreement to third parties after and to the extent that he has received written permission to do so from Buma.
9. If the ministerial authorization granted to Buma as referred to in Article 30a of the Copyright Act is withdrawn, the agreement will be terminated by law from the point in time at which the withdrawal of such authorization takes effect. The refund rules provided for in Art. 5, second sentence, will then apply to the agreement.
10. The permission that Buma provides to the music user for the use of music from its repertoire on the basis of the tariffs used by Buma applies exclusively to performances in which the musical works are to be played in accordance with the provisions of Article 25 of the Copyright law.
11. If a musical work that the music user wishes to perform is an unauthorised arrangement or involves plagiarism, or if it is performed by means of illegally manufactured and/or illegally distributed video or sound media, the music user shall, on the first request from Buma, immediately cease and discontinue the performance of such musical works.
12. Security
  1. At the first request from Buma, the music user undertakes to provide a security for the payment of the due fee in order to cover his financial obligations with regard to Buma. The music user can choose the form of security from the following:
    - through provision of an irrevocable, unconditional and on first written request by Buma enforceable bank guarantee to the amount of the fees that the music user owes Buma on an annual basis, or
    - by ensuring that a third party, such as a director of the music user, himself deposits an amount with Buma equivalent to the fee that the music user owes Buma on an annual basis, or
    - by ensuring that a third party, such as a director of the music user, personally commits himself to Buma with regard to the fees that the music user owes Buma on an annual basis.
  2. If the music user fails to provide any of the above-mentioned securities, Buma can then suspend or terminate the permission for the use of music - without prejudice to any other rights available to Buma.
13. Once a year, and at the cost of the other party, Buma is entitled to require authentication by an accountant of the data provided by the other party, on the basis of which prices of the music copyrights are calculated. If Buma requires these checks more than once a year, these costs will be borne by Buma, unless it appears that there have been incorrect or incomplete specifications. In that case, these costs will then be borne by the other party.