



**TARIFF
BOOK
2021**

NOTIFICATION

D- Tariffs

PART III: RADIO - TRANSMISSION OF SOUND RECORDINGS

This section contains tariffs applicable to the transmission of radio signals via traditional broadcasting, cable and via the internet.

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TARIFF:	FOR THE BROADCASTING OF SOUND RECORDINGS
TITLE:	RADIO STATIONS DELIVERED EITHER DIRECT-TO-HOME VIA SATELLITE OR VIA CABLE PLATFORMS OR VIA DIGITAL AUDIO BROADCASTING (DAB)
EFFECTIVE DATE:	1st JANUARY 2021

This tariff covers the use of sound recordings by radio stations on DAB, satellite or cable platforms.

BBC Radio channels which are covered by the Cable Operators Agreement or which are licensed for reception in the Republic of Ireland by PPL are not subject to this tariff.

1. RADIO STATIONS ALREADY LICENSED BY PPI FOR TERRESTRIAL ANALOGUE BROADCASTING

Annual Licence Fee

€535.79

2. RADIO STATIONS NOT REQUIRING A PPI TERRESTRIAL ANALOGUE BROADCAST LICENCE

Annual Licence Fee

€1,071.59

NOTES:

- (1) Tariffs are payable on an annual basis.
- (2) Tariff amounts are liable to Value Added Tax at the appropriate rate.
- (3) For 2022 and future years the above tariff for 2021 shall be adjusted in line with the Consumer Price Index (CPI).
- (4) PPI reserves the right to amend these terms upon giving notice to The Controller of Intellectual Property in writing to that effect.



TARIFF

NO.

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EFFECTIVE DATE
1st JANUARY 2021

BROADCASTING OF SOUND RECORDINGS

COPYRIGHT AND RELATED RIGHTS ACT 2000

PPI TERRESTRIAL BROADCAST TARIFF FOR NATIONAL COMMERCIAL RADIO STATIONS

Set out hereunder are the terms on which PPI is prepared to licence traditional terrestrial broadcasting of PPI-controlled sound recordings by national commercial radio broadcasters:-

1. Rates:

Licence fees shall be calculated by reference to Net Advertising Revenue (NAR). The amounts payable shall be as follows

- (i) 4.2% of the first €4,869,000 NAR
- (ii) 4.5% of NAR between €4,869,001 and €10,475,000
- (iii) 5.25% of NAR above €10,475,001

These NAR bands will be adjusted annually, on 1st January, in line with the Consumer Price Index (CPI).

2. Net Advertising Revenue

NAR is defined as gross audited on-air income less an all-in reduction of 23%. On-air income shall include gross (i.e. gross of any commissions paid or agency discounts allowed) advertising sales invoiced and gross sponsorship income. Contra deals are not included.

3. Calendar Year Ending 31st December 2021

PPI and the Broadcaster shall agree an estimated liability for the period ending 31st December 2021, based on projected NAR for this period. This liability shall then be discharged by monthly standing order payments. If, at the end of the period it transpires that the amount paid was actually in excess of the actual sum payable, PPI will refund the excess, or it may be credited against future liabilities, as the parties agree. If the sum paid is less than the sum actually due, the Broadcaster must forward the balance to PPI within 60 days of the end of the period.

The broadcaster shall furnish PPI with a statement from its auditors verifying the NAR figure for this period and all subsequent years ending 31 December.

4. 2022 and Future Years

The Broadcaster shall supply PPI with a statement of projected NAR for each calendar year by 1st December in the previous year. The Broadcaster shall promptly answer all reasonable queries from PPI regarding this statement. Based on this projection, an estimated liability shall be computed and discharged by monthly standing order payments.



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5. VAT

All licence fees payable are subject to Value Added Tax at the prevailing rate.

6. Lead-in Discounts

Discounts shall be applied as follows:

Year 1 =	50%
Year 2 =	25%
Year 3 =	20%
Year 4 =	12.5%
Year 5 =	7.5%

7. Airplay Logs

Detailed written returns of all sound recordings broadcast shall be provided by the Broadcaster to PPI on a monthly basis and shall include the title of the musical work recorded, the name of the recording artist, the label on which the recording was released in Ireland, the prefix number on the recording, the duration for which it was broadcast, and the time and date of the broadcast. PPI reserves the right to amend, vary or waive the requirements of this provision.

8. Right of Audit

PPI reserves the right from time to time, but not more than once in each calendar year, upon reasonable notice to require the Broadcaster to make its books and records available to PPI, or its designated representative, for the purpose only of verifying any returns made by the Broadcaster pursuant to the above terms. PPI shall bear the cost of any such audit, unless as a result, additional licence fees greater than the cost of the audit become payable, in which case the cost of the audit shall be borne by the Broadcaster.

9. Indemnities

The Broadcaster shall indemnify PPI against all and any expenses, costs, claims, damages and actions arising directly or indirectly from any breach by it of any of these terms.

10. Amendments

PPI reserves the right to amend these terms upon giving notice to a radio station and the Controller of Intellectual Property in writing to that effect. The said terms may further be varied by mutual agreement.

11. Acceptance

The receipt by PPI of the first monthly payment due under term 4 above shall be deemed to be acceptance by the radio station of these terms.



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1st JANUARY 2021

BROADCASTING OF SOUND RECORDINGS

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PPI TERRESTRIAL BROADCAST TARIFF FOR METROPOLITAN RADIO STATIONS

Set out hereunder are the terms on which PPI is prepared to licence traditional terrestrial broadcasting of PPI-controlled sound recordings by radio stations based in metropolitan areas.

1. Rates:

Licence fees shall be calculated by reference to Net Advertising Revenue (NAR). The amounts payable shall be as follows

- (i) 4.2% of the first €1,912,000 NAR
- (ii) 4.5% of NAR between €1,912,001 and €7,650,000
- (iii) 5.25% of NAR above €7,650,001

These NAR bands will be adjusted annually, on 1st January, in line with the Consumer Price Index (CPI).

2. Net Advertising Revenue

NAR is defined as gross audited on-air income less an all-in reduction of 23%. On-air income shall include gross (i.e. gross of any commissions paid or agency discounts allowed) advertising sales invoiced and gross sponsorship income. Contra deals are not included.

3. Calendar Year Ending 31st December 2021

PPI and the Broadcaster shall agree an estimated liability for the period ending 31st December 2021, based on projected NAR for this period. This liability shall then be discharged by monthly standing order payments. If, at the end of the period it transpires that the amount paid was actually in excess of the actual sum payable, PPI will refund the excess, or it may be credited against future liabilities, as the parties agree. If the sum paid is less than the sum actually due, the Broadcaster must forward the balance to PPI within 60 days of the end of the period.

The Broadcaster shall furnish PPI with a statement from its auditors verifying the NAR figure for this period and all subsequent years ending 31 December.

4. 2022 and Future Years

The Broadcaster shall supply PPI with a statement of projected NAR for each calendar year by 1st December in the previous year. The Broadcaster shall promptly answer all reasonable queries from PPI regarding this statement. Based on this projection, an estimated liability shall be computed and discharged by monthly standing order payments.



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1st JANUARY 2021

5. VAT

All licence fees payable are subject to Value Added Tax at the prevailing rate.

6. Lead-in Discounts

Discounts shall be applied as follows:

Year 1	=	50%
Year 2	=	25%
Year 3	=	20%
Year 4	=	12.5%
Year 5	=	7.5%

7. Airplay Logs

Detailed written returns of all sound recordings broadcast shall be provided by the Broadcaster to PPI on a monthly basis and shall include the title of the musical work recorded, the name of the recording artist, the label on which the recording was released in Ireland, the prefix number on the recording, the duration for which it was broadcast, and the time and date of the broadcast. PPI reserves the right to amend, vary or waive the requirements of this provision.

8. Right of Audit

PPI reserves the right from time to time, but not more than once in each calendar year, upon reasonable notice to require the Broadcaster to make its books and records available to PPI, or its designated representative, for the purpose only of verifying any returns made by the Broadcaster pursuant to the above terms. PPI shall bear the cost of any such audit, unless as a result, additional licence fees greater than the cost of the audit become payable, in which case the cost of the audit shall be borne by the Broadcaster.

9. Indemnities

The Broadcaster shall indemnify PPI against all and any expenses, costs, claims, damages and actions arising directly or indirectly from any breach by it of any of these terms.

10. Amendments

PPI reserves the right to amend these terms upon giving notice to a radio station and the Controller of Intellectual Property in writing to that effect. The said terms may further be varied by mutual agreement.

11. Acceptance

The receipt by PPI of the first monthly payment due under term 4 above shall be deemed to be acceptance by the radio station of these terms.



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EFFECTIVE DATE
1st JANUARY 2021

BROADCASTING OF SOUND RECORDINGS

TERMS FOR INDEPENDENT LOCAL RADIO STATIONS

1. The radio station shall pay equitable remuneration to PPI computed in accordance with the tariff scale on Page 3 hereof.
2. 'Income' means the aggregate of any gross licence fee income received, Net Advertising Revenue received, revenue received from subscriptions and donations, income received from sponsorship (other than "off-air" sponsorship) less incremental costs directly and reasonably incurred by the Licensee in producing sponsored outside broadcast events subject to said costs not exceeding the sponsorship income, and income received in a form other than money e.g. contra deals and barter arrangements and in such cases the arrangement shall be fully described and its reasonable value reported as if a regular billing had been made.
3. 'Net Advertising Revenue' ('NAR') means the gross revenue derived and actually received by the radio station from the sales of advertising time within its broadcasting time less actual agency discounts and commissions allowed in relation to such sales not exceeding 23%. NAR shall include all payments received, whether in money or in any form, and where in a form other than money (e.g. contra deals) shall be described and its reasonable value reported as if a regular billing had been made.
4. All radio stations must sign a monthly standing order form for an amount which it is estimated (by agreement between PPI and the radio station) will be payable to PPI for each twelve month period commencing 1 January 1995. If at the end of any twelve calendar month period it transpires that the amount paid was in excess of the sum payable, PPI will refund the excess paid to the radio station. If the sum paid by the radio station is less than actually due, the radio station must forward the balance due to PPI within 31 days of the end of that calendar year.
5. The radio station shall furnish a statement of projected income for each calendar year by 1 December in the previous year. The radio station shall promptly answer all reasonable queries from PPI regarding this statement of projected income. In addition the radio station shall furnish PPI with a statement from its Auditors verifying the income figures of each calendar year.
6. Interest at the rate of 1% per month above the AIB Banks plc triple A ('AAA') rate shall be charged on any sum due not paid to PPI by the due date.
7. All sums payable by the radio station under this tariff are liable to Value Added Tax at the appropriate rate.

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EFFECTIVE DATE
1st JANUARY 2021

8. 'Music Usage', insofar as it has a bearing on the scale of charges at page 3 hereof, means the proportion (expressed in percentage terms) of total daily broadcasting time occupied by the broadcasting of sound recordings and shall be calculated by taking the amount of hours for which sound recordings are broadcast in the period commencing at 7.30am on each day and ending at 10.00pm on that day and dividing such amount by 14.5 and multiplying the fraction by 100.

9. The following percentage reductions shall apply to the tariff during the first five years of operations:-

Year 1	50%
Year 2	25%
Year 3	20%
Year 4	12.5%
Year 5	7.5%

If broadcasting commenced after 1 April in any particular year, the Year 1 discount shall apply to the year ending 31 December of the following year.

10. Detailed written returns of all sound recordings broadcast shall be provided by the radio station to PPI on a monthly basis and shall include the title of the musical work recorded, the name of the recording artist, the label on which the sound recording was released as a record in Ireland, the prefix number on the record, and the duration for which the sound recording was broadcast in each instance and the date and time of the broadcast. In accordance with Clause 12 below, PPI reserves the right to amend, vary or waive the requirements of this provision.
11. PPI reserves the right from time to time upon reasonable notice to require a radio station to make its books and records available to PPI for the purpose only of verifying any returns made by the radio station pursuant to the above terms.
12. PPI reserves the right to amend these terms upon giving notice to a radio station and the Controller of Intellectual Property in writing to that effect. The said terms may further be varied by mutual agreement.
13. The radio station shall indemnify PPI against all and any expenses, costs, claims, damages and actions arising directly or indirectly from any breach by it of any of these terms.
14. The receipt by PPI of the first monthly payment due under term 4 above shall be deemed to be acceptance by the radio station of these terms.

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TARIFF: FOR THE BROADCASTING OF SOUND RECORDINGS
TITLE: INDEPENDENT LOCAL RADIO STATIONS
EFFECTIVE DATE: 1st JANUARY 2021

Annual Income Band	Band Amount	Individual Band Tariff (%)	Individual Band Tariff (€)	Cumulative Top of Band Tariff (€)	Tariff Amount as % of Income
€	€	%	€	€	%
0 - 104,084	104,085	1.30	1,353	1,353	1.30
104,085 - 208,170	104,085	1.95	2,030	3,383	1.63
208,171 - 312,255	104,085	2.60	2,706	6,089	1.95
312,256 - 517,424	205,169	3.25	6,668	12,757	2.47
517,425 - 826,678	309,254	3.90	12,061	24,818	3.00
826,679 - 1,241,018	414,340	4.55	18,852	43,670	3.52
1,241,019 - 1,655,359	414,340	5.20	21,546	65,216	3.94
1,655,360 - 2,069,699	414,340	5.85	24,239	89,455	4.32
2,069,700 - 2,585,122	515,423	6.50	33,503	122,957	4.76
2,585,123 - 3,100,546	515,423	7.15	36,853	159,810	5.15
3,100,547 - 3,615,969	515,423	7.80	40,203	200,013	5.53
3,615,970 - 4,131,392	515,423	8.45	43,553	243,567	5.90
4,131,393 - 4,646,816	515,423	9.10	46,904	290,470	6.25
4,646,817 - 5,162,239	515,423	9.75	50,254	340,724	6.60
5,162,240 - 6,198,090	1,035,851	10.40	107,728	448,452	7.24
6,198,091 - 8,263,787	2,065,697	11.05	228,259	676,712	8.19
8,263,788 - 10,329,483	2,065,697	11.70	241,687	918,398	8.89
10,329,484 - plus		12.35			

NOTES:

USAGE FACTOR ADJUSTMENT

The above tariff amounts and percentages apply where PPI needletime amounts to 65% of total transmission time. Where PPI needletime does not amount to 65% of total transmission time, an adjustment factor representing the proportion that the actual PPI needletime percentage bears to 65% is applied to the above tariff amounts, e.g.:

PPI NEEDLETIME %

40%

55%

70%

ADJUSTMENT FACTOR

40/65ths

55/65ths

70/65ths

INFLATION / DEFLATION

For 2022 and future years the above tariff for 2021 shall be adjusted in line with the Consumer Price Index (CPI).

Effective Date: 1st January 2021

BROADCASTING OF SOUND RECORDINGS

TERMS FOR "TALK" RADIO STATIONS WITH LESS THAN 5% MUSIC USAGE

1. Definition of "Talk" Radio

Radio stations whose total broadcast output consists of greater than 0.5% but less than 5% of PPI's members' repertoire.

2. The Tariff

The radio station shall pay equitable remuneration to PPI at the rate of 0.5% of its Net Advertising Revenue.

3. Net Advertising Revenue

Net Advertising Revenue is defined as gross audited on-air income less an all-in deduction of 23%. On-air income shall include gross advertising sales invoiced and gross sponsorship income.

4. Payment

- (i) All radio stations must sign a monthly standing order form for an amount which it is estimated (by agreement between PPI and the radio station) will be payable to PPI for each twelve month period commencing 1st January 2009.
- (ii) At the end of each 12 calendar month period, and as soon as is reasonable, the radio station shall furnish PPI with a statement from its auditors certifying the Net Advertising Revenue of that period, and any deductions therefrom. The statement will be in a form prescribed by PPI.
- (iii) PPI shall then calculate the actual licence fee due for that period, in accordance with the tariff scale set out above.
- (iv) If, as a result of this calculation, there is an overpayment by the radio station, PPI shall immediately refund the excess paid to the radio station, or the radio station may elect to have the overpayment credited against future licence fees.
- (v) If the calculation results in an underpayment to PPI, the radio station shall immediately forward the balance due to PPI.
- (vi) Interest at the rate of 1% per month above the AIB Bank plc triple A ('AAA') rate shall be charged on any sum due not paid to PPI by the due date.

5. Value Added Tax

All sums payable by the radio station under this tariff are liable to VAT at the appropriate rate.

6. Audits

PPI reserves the right from time to time upon reasonable notice to require a radio station to make its books and records available to PPI for the purpose only of verifying any returns made by the radio station pursuant to these terms.

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7. Music Usage

Music Usage, insofar as it has a bearing on the licence fee payable by a talk-based radio station, means the proportion (expressed in percentage terms) of total daily broadcasting time occupied by the broadcasting of sound recordings and shall be calculated by taking the amount of hours for which sound recordings are broadcast in the period commencing at 7.30am on each day and ending at 10.00pm on that day and dividing such amount by 14.5 and multiplying the fraction by 100.

8. PPI Music Reports

Detailed returns of all sound recordings broadcast shall be provided by the radio station to PPI on a monthly basis and shall include the programme title, the title of the musical work recorded, the name of the recording artist, the label on which the sound recording was released as a record in Ireland, the catalogue number on the record, and the duration for which the sound recording was broadcast in each instance and the date and time of the broadcast.

9. Discounts for New Stations

- (i) The following percentage reductions shall apply to the tariff during the first five years of a radio station's operations:-
- | | |
|--------|-------|
| Year 1 | 50% |
| Year 2 | 25% |
| Year 3 | 20% |
| Year 4 | 12.5% |
| Year 5 | 7.5% |
- (ii) If broadcasting commenced after 1st April in any particular year, the Year 1 discount shall apply to the year ending 31st December of the following year.

10. Amendment / Waiver

PPI reserves the right to amend these terms upon giving notice to a radio station and the Controller of Intellectual Property in writing to that effect. The said terms may further be varied by mutual agreement.

11. Indemnity

The radio station shall indemnify PPI against all and any expenses, costs, claims, damages and actions arising directly or indirectly from any breach by it of any of these terms.

12. Inflation/Deflation

For 2022 and future years the above tariff for 2021 shall be adjusted in line with the Consumer Price Index (CPI).

13. Acceptance

The receipt by PPI of the first monthly payment due under term 2 above shall be deemed to be acceptance by the radio station of these terms.



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Effective Date: 1st January 2021

INTERNET RADIO SERVICES

SMALL WEBCASTERS, LINEAR WEBCASTERS, AND SEMI-INTERACTIVE WEBCASTERS

INTERNET SIMULCASTING OF BROADCASTS, PODCASTS FEATURING MUSIC CLIPS, AND CATCH-UP / ARCHIVED PROGRAMMES OF TERRESTRIAL PUBLIC AND COMMERCIAL INDEPENDENT RADIO STATIONS LICENSED BY THE BROADCASTING AUTHORITY OF IRELAND

Charges 1-3 under this licensing scheme (see page 5) apply to any Webcaster or Internet radio service intending to include Sound Recordings in a Small Webcast Service, a Linear Webcast Service, or a Semi-Interactive Webcast Service.

Charges 4-7 under this licensing scheme (see pages 5-6) apply to any terrestrial public and commercial independent radio stations licensed by the Broadcasting Authority of Ireland intending to include Sound Recordings in an Internet Simulcast Service, Podcasts Featuring Music Clips, or a Catch-Up / Archived Programme Service.

The station ('the Licensee') shall notify PPI that it wishes to do one or both of the above ('the Service') prior to first going on air and shall pay licence fees to PPI in accordance with the applicable scale of charges on pages 5 and 6.

This Tariff does not cover the licensing of subscription services.

PPI does not license music services that offer downloads or on-demand streams of individual music tracks, for example Spotify, Deezer, Apple Music, YouTube, or services that enable the upload of content by the general public such as YouTube, Instagram or Facebook. If a Licensee wishes to use such services it must get permission from the owner of the copyright in the sound recording in question.

SERVICE DEFINITIONS

The words and phrases contained in this Tariff shall have the following meanings:-

Small Webcast Service	An Internet-only radio service with annual revenues of less than €6,000 and serving no more than 200,000 individual streams annually. Subject to the limitations above, a Small Webcast Services may offer similar functionality to a Linear Webcast Service and a Semi-Interactive Webcast Service.

Effective Date: 1st January 2021

Semi-Interactive Webcast Service	<p>An Internet-only radio service with annual revenues in excess of €6,000 and and/or serving more than 200,000 individual Streams annually.</p> <p>A 'skip' facility may be included but only to the extent that it enables the listener to move to the beginning of the next Track in the Stream. The listener may pause any Track and may also be allowed to 'skip' Music Tracks up to six times per hour. The listener shall not be permitted to request specific Music Tracks or artists.</p>
Internet Simulcast Service	<p>The simultaneous, unaltered, non-interactive transmission via the Internet of terrestrial broadcasts.</p> <p>Simulcast services may include a facility to pause the programme. A fast-forward facility may be included but only to the extent that it enables the listener to 'catch up' with the real-time terrestrial broadcast.</p>
Podcasts Featuring Music Clips	<p>A digital file containing excerpts of previously transmitted material which may be downloaded by listeners.</p> <p>The Licensee may offer Podcasts for download via its website or other platform by which it interacts with its listeners.</p> <p>If a Podcast contains Music Tracks, the duration of each Track must be edited down to no more than 30 seconds in duration and each Track may only be used once in any Podcast. Where a Track is used in a number of different Podcasts, the same 30 second clip must be used each time.</p>
Catch-Up / Archived Programme Service	<p>A previously transmitted programme which is available repeatedly on the demand of a user and which is performed in the same order from the beginning to end. An Archived Programme may not be downloaded by listeners to the Service; it can only be made available as a streamed transmission.</p>

Effective Date: 1st January 2021

OTHER KEY DEFINITIONS

Dubbing	<p>The transfer or copying of a Music Track from one medium (e.g. a CD or digital file on a portable Player) to another of the same or a different type (e.g. a digital file on a playout server database). Save for what the Licensee is permitted to do below, a Music Track may not be copied without the express consent of the owner of the copyright in the Track.</p> <p>The Licensee may make copies of authorised (i.e. obtained from legitimate sources) Music Tracks but only for the purpose of their subsequent transmission as part of the Service. If the Licensee maintains such copies on a digital database, the database should only be used for the purpose of transmitting the copied Music Tracks held in it and it must be secured from unauthorised access. The Licensee may not, under any circumstances or for any purposes (including station promotion purposes), copy Music Tracks in full or in part, onto any portable media devices such as CDs, memory cards, USB keys, portable hard drives, laptops or other similar devices.</p> <p>A Dubbing fee equivalent to 15% of the annual licence fee calculated in accordance with the scale of charges below, shall be payable by the Licensee to cover the copying of Music Tracks for the purposes of their subsequent transmission as part of the Service.</p>
PPI Repertoire	<p>All Sound Recordings ("Music Tracks") in which PPI controls the rights applicable under this Tariff.</p>
Track and Artist Information	<p>The Licensee may give advance information (either via the Licensee's website or social media interface or announced through the Service) as to the specific Tracks that will be played in the future but shall not specify the time(s) at which the Track or Tracks will be played.</p> <p>The Licensee of a Webcasting Service may include, strictly simultaneously with the transmission of a Music Track, data which shows the artist name and Track title.</p>



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Effective Date: 1st January 2021

REPORTING AND PAYMENT

The Annual Minimum Licence Fee will be invoiced by PPI in advance.

The Licensee shall pay PPI's invoice within 30 days of receiving it.

The Licensee will need to provide reporting to PPI as follows (PPI's music usage reporting format is available on request).

	<u>Number of Streams</u>	<u>Revenue</u>	<u>Music usage</u>
<u>Small Webcast Licence</u>	Annually, on request	On request	Annually, On request
<u>Linear Webcast Licence</u>	Quarterly	Annually	Quarterly, on request
<u>Semi-Interactive Webcast Licence</u>	Quarterly	Annually	Quarterly, on request
<u>Internet Simulcast Licence</u>	Quarterly, on request	Annually	Quarterly, on request. Not required if already supplied for primary broadcast
<u>Podcasts Featuring Music Clips</u>	Quarterly, on request	Annually	Quarterly, on request
<u>Catch-Up / Archived Programme Service</u>	Quarterly, on request	Annually	Quarterly, on request

Where a Licensee reports a number of Streams that, when multiplied by the Rate per Track per Stream on page 5, exceeds the Minimum Annual Licence Fee paid by the Licensee at the start of the calendar year, PPI will issue an invoice for the additional licence fee owed. The Licensee shall pay PPI's invoice within 30 days of receipt.

PPI also has the right, upon reasonable notice and not more than once in any calendar year, to examine the Licensee's books and records for the sole purpose of verifying the accuracy of the data upon which the Streaming revenue and/or usage report(s) are based. Alternatively, PPI may appoint an auditor to visit the Licensee's premises to carry out the review on PPI's behalf.

If a Webcast or Simulcast is made available to listeners outside the Territory, i.e. it is not 'geo-blocked' or restricted to reception by IP addresses within the Territory, then the Licensee must provide PPI with a quarterly usage report detailing the territories in which Streams are received, the duration and number of such Streams and the number of Tracks Streamed in each case. Please contact PPI for full details.

Effective Date: 1st January 2021

SCALE OF CHARGES

All charges are subject to Value Added Tax at the prevailing rate.

All Per Track Per Stream rates are inclusive of Dubbing.

1. **SMALL WEBCASTERS** (*annual revenue < €6,000 and < 200,000 total streams*)

(a) Minimum Annual Licence Fee for Webcasting per channel:	€182.12
(b) Minimum Annual Licence Fee for Dubbing per channel:	€32.12
Total Minimum Annual Licence Fee per channel:	€214.24

2. **LINEAR WEBCASTERS** (*annual revenue > €6,000 and/or > 200,000 total streams*)

(a) Per Track Per Stream (i.e. individual listener):	€0.00123
(b) Minimum Annual Licence Fee for Webcasting per channel:	€455.28
(c) Minimum Annual Licence Fee for Dubbing per channel:	€80.34
Total Minimum Annual Licence Fee per channel:	€535.62

3. **SEMI-INTERACTIVE WEBCASTERS** (*annual revenue > €6,000 and/or > 200,000 total streams*)

(a) Per Track Per Stream (i.e. individual listener):	€0.00201
(b) Minimum Annual Licence Fee for Webcasting per channel:	€455.28
(c) Minimum Annual Licence Fee for Dubbing per channel:	€80.34
Total Minimum Annual Licence Fee per channel:	€535.62

4. **SIMULCASTING** (*by radio stations already licensed by PPI for terrestrial broadcasting only*)

(a) Per Track Per Stream (i.e. individual listener):	€0.00123
(b) Minimum Annual Licence Fee for Simulcasting:	€455.28
(c) Minimum Annual Licence Fee for Dubbing:	€80.34
Total Minimum Annual Licence Fee:	€535.62

5. **PODCASTS FEATURING MUSIC CLIPS** (*by radio stations already licensed by PPI for terrestrial broadcasting only*)

(a) Per Track Per Stream (i.e. individual listener):	€0.00123
(b) Minimum Annual Licence Fee for Podcasts:	€455.28
(c) Minimum Annual Licence Fee for Dubbing:	€80.34
Total Minimum Annual Licence Fee:	€535.62

6. **CATCH-UP / ARCHIVE PROGRAMMING** (*by radio stations already licensed by PPI for terrestrial broadcasting only*)

(a) Per Track Per Stream (i.e. individual listener):	€0.00125
(b) Minimum Annual Licence Fee for Catch-Up:	€462.21
(c) Minimum Annual Licence Fee for Dubbing:	€81.57
Total Minimum Annual Licence Fee:	€543.78



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7. ADMINISTRATION FEE FOR RECEPTION OUTSIDE THE TERRITORY

Where a Service is not 'geo-blocked' and is open to reception outside the Territory, an additional licence fee is calculated in accordance with the scale of charges above per country outside the territory, this additional fee is increased by 10% to cover the administration expense involved in accounting for Streams received outside the Territory.

NOTE

1. PPI reserves the right to amend these terms on giving notice to The Controller of Intellectual Property in writing to that effect.
2. A full copy of PPI's standard licence agreement for this tariff is available on request. Terms used and not otherwise defined in this tariff have the meanings given in the relevant licence agreement.
3. For 2022 and future years the above tariff for 2021 shall be adjusted in line with the Consumer Price Index (CPI)



TARIFF

NO.

78

Effective Date: 1st January 2021

RADIO BROADCASTING AND SIMULCASTING OF SOUND RECORDINGS

TERMS AND CONDITIONS FOR (1) COMMUNITY, COMMUNITY OF INTEREST AND SPECIAL INTEREST RADIO STATIONS AND STUDENT RADIO STATIONS, AND (2) TEMPORARY RADIO STATIONS

LICENSED BY THE BROADCASTING AUTHORITY OF IRELAND

Charge 1 under this licensing scheme (page 6) applies to **community, community of interest and special interest radio stations and student radio stations** intending to include Music Tracks in terrestrial analogue or digital broadcasts and any internet simulcasts of the terrestrial broadcasts in the Territory.

Charge 2 under this licensing scheme (page 7) applies to **temporary radio stations (either up to 30 days per year or up to 100 days per year)** intending to include Music Tracks in terrestrial analogue or digital broadcasts and any internet simulcasts of terrestrial broadcasts in the Territory.

The station ('the Licensee') shall notify PPI that it wishes to provide any of the above types of radio station prior to first going on air, shall complete the Application Form (attached to this tariff as Appendix 1) and shall pay the Licence Fees to PPI in accordance with the applicable scale of charges on pages 6 and 7. The completion of the Application Form by the Licensee shall be deemed to be acceptance by the Licensee of the terms and conditions outlined in this Tariff.

This Tariff does not cover the licensing of subscription services.

If the Licensee wishes to provide, either separate to or as well as one of the above types of radio station, an internet-only radio service then the Licensee must also obtain a 'internet radio service' licence under PPI's 'Internet Radio Services' Tariff ("Tariff 77").

DEFINITIONS

The words and phrases contained in this Tariff shall have the following meanings: -

Application Form	"Application Form" means the application form attached to this tariff as Appendix 1.
Community, community of interest and special interest radio stations	Radio stations licensed by the Broadcasting Authority of Ireland as community, community of interest or special interest FM radio services in accordance with Section 64 of the Broadcasting Act 2009.

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Temporary radio stations	<p>Radio stations licensed by the Broadcasting Authority of Ireland as temporary services in accordance with Section 68 (1) of the Broadcasting Act 2009.</p> <p>A temporary radio station will be licensed for up to either 30 days per year or up to 100 days per year.</p>
Internet Simulcast Service	<p>The simultaneous, unaltered, non-interactive transmission via the Internet of terrestrial broadcasts.</p> <p>Simulcast services may include a facility to pause the programme. A fast-forward facility may be included but only to the extent that it enables the listener to 'catch up' with the real-time terrestrial broadcast.</p>
Podcasts Featuring Music Clips	<p>A digital file containing excerpts of previously transmitted material which may be downloaded by listeners.</p> <p>The Licensee may offer Podcasts for download via its website or other platform by which it interacts with its listeners.</p> <p>If a Podcast contains Music Tracks, the duration of each Track must be edited down to no more than 30 seconds in duration and each Track may only be used once in any Podcast. Where a Track is used in a number of different Podcasts, the same 30 second clip must be used each time.</p>
Licence Fee	<p>"Licence Fee" means the annual licence fee calculated in accordance with the applicable scale of charges set out in the Scale of Charges below (pages 6 and 7).</p>
Licence Period	<p>"Licence Period" means the period from the Licence Start Date until the licence is terminated in accordance with the Termination provisions outlined below.</p>
Licence Start Date	<p>"The Licence Start Date" means the Licence Start Date set out in the Application Form.</p>
Licence Year	<p>"Licence Year" means the period of 12 (twelve) months beginning on the Licence Start Date and on each subsequent anniversary of that date.</p>
Licensee	<p>"Licensee" means the entity as set out in the Application Form.</p>
Licensed Service	<p>"Licensed Service" means the Licensee's applicable service(s) as listed in the Application Form.</p>
Catch-Up/Archived Programme Service 'Archived Programme'	<p>A previously transmitted programme which is available repeatedly on the demand of a user and which is performed in the same order</p>



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	from the beginning to end. An Archived Programme may not be downloaded by listeners of the radio station; it can only be made available as a streamed transmission.
Territory	Republic of Ireland

OTHER KEY DEFINITIONS

Dubbing	<p>The transfer or copying of a Music Track from one medium (e.g. a CD or digital file on a portable Player) to another of the same or a different type (e.g. a digital file on a playout server database). Save for what the Licensee is permitted to do below, a Music Track may not be copied without the express consent of the owner of the copyright in the Track.</p> <p>The Licensee may make copies of authorised (i.e. obtained from legitimate sources) Music Tracks but only for the purpose of their subsequent transmission as part of the radio station's service. If the Licensee maintains such copies on a digital database, the database should only be used for the purpose of transmitting the copied Music Tracks held in it and it must be secured from unauthorised access. The Licensee may not, under any circumstances or for any purposes (including station promotion purposes), copy Music Tracks in full or in part, onto any portable media devices such as CDs, memory cards, USB keys, portable hard drives, laptops or other similar devices.</p>
PPI Repertoire	All Sound Recordings ("Music Tracks") in which PPI controls the rights applicable under this Tariff.
Track and Artist Information	<p>The Licensee may give advance information (either via the Licensee's website or social media interface or announced through the radio station's service) as to the specific Music Tracks that will be played in the future but shall not specify the time(s) at which the Music Track or Tracks will be played.</p> <p>The Licensee may include, strictly simultaneously with the transmission of a Music Track, data which shows the artist name and Track title.</p>



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GRANT OF RIGHTS

Under this Tariff PPI grants the Licensee a non-exclusive licence in relation to the Licensed Service during the Licence Period:

- 1.1 To include Music Tracks in terrestrial analogue or digital broadcasts and any internet simulcasts of such terrestrial broadcasts within the Territory;
- 1.2 To transmit Music Tracks as part of an Internet Simulcast Service within the Territory;
- 1.3 To provide Streaming of Music Tracks as part of a Catch-Up/Archived Programme Service within the Territory;
- 1.4 To include Music Tracks in Podcasts Featuring Music Clips for Streaming and/or download within the Territory; and
- 1.5 To Dub within the Territory any Music Tracks onto the Central Database and to retain the copies of those Music Tracks on a digital database for the sole purpose of providing the Licensed Service(s).

For the avoidance of doubt the Tariff does not grant any rights:

- 2.1 To mix (with the exception of mixes performed live on air which do not involve the creation of a new track), re-mix, edit or re-edit (save to comply with broadcasting standards) any Music Track without the prior written consent of the PPI member that owns the copyright in the Track. This does not prevent the Licensee from interrupting or cutting short any Track.
- 2.2 To include a Music Track in any commercial or non-commercial advertisements (save for advertisements of concerts, when the tracks of the artist(s) appearing may be used) or endorsements without the prior written consent of the PPI member that owns the copyright in the Music Track. For information on obtaining the necessary consent, please contact PPI.
- 2.3 To state or imply that any goods or services are commercially associated with any Music Tracks or endorsed by any PPI member, band or artist or other party who owns rights in or in connection with such Music Tracks without the prior written consent of the PPI member that owns the copyright in the Track. For information on obtaining the necessary consent, please contact PPI.

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- 2.4 To repeat or 'loop' within a 1-hour period Music Tracks in distinct programmes or pre-programmed content (such as Music Tracks being provided by a playout server).
- 2.5 To use any unauthorised recordings (including but not limited to bootlegs, illegally downloaded tracks, unreleased tracks, unauthorised mixes, mash-ups etc.).
- 2.6 To include Music Tracks in any Interactive Service;
- 2.7 Save as provided in 1.5 above, to copy Music Tracks, whether by the Licensee or any third parties, are granted under the licence:
- 2.8 In respect of the public performance of Sound Recordings (whether in the Territory or elsewhere);
- 2.9 AND FURTHER the tariff does not grant any rights Outside the Territory. The Licensee should ensure that it is not possible for users based outside the Territory to access the any internet simulcast, podcast featuring music clips and/or catch-up/archived programme service, unless the appropriate licence has been obtained under Tariff 77.

DURATION & TERMINATION

The licence will start on the Licence Start Date and will renew at the end of each Licence Year unless terminated as outlined below. Where the licence being granted is for a temporary radio station, the licence will renew at the end of the Licence Year as outlined above unless the Licensee has indicated on the Application Form that the temporary radio station is for a single Licence Year only. If that is the case the licence will end the day before the anniversary of the Licence Start Date, subject to the provisions below.

The Licensee may terminate the licence for reason of convenience or in response to a variation of the terms (other than an adjustment to charges in line with CPI), by giving not less than 1 (one) month's written notice to PPI.

PPI may terminate the licence for reasons of convenience or in the event of a material breach by the Licensee, by giving not less than 1 (one) month's written notice to the Licensee. PPI may terminate the licence immediately on giving written notice for reasons of Insolvency on the part of the Licensee.

For the avoidance of doubt no refund or discount shall apply in respect of any Licence Fee due as a result of the licence being terminated by the Licensee part-way through a Licence Year.

On termination or expiry of the licence, the Licensee shall immediately cease to exercise the rights granted under the licence.



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PAYMENT

The Licence Fee will be invoiced by PPI in advance of each Licence Year, or in the case of the first year of the Licensed Service, PPI will invoice the Licensee on receipt of the completed Application Form.

The Licensee shall pay PPI's invoice within 30 days of receiving it.

REPORTING

In order to distribute the licence fees collected under this tariff, PPI on occasion requires detailed logs of all Music Tracks used by the station as well as usage reports providing details of all internet simulcast streams served by the station to individual listeners. However, recognising that for Licensees under this tariff a regular reporting requirement may result in financial commitments in excess of the licence fees actually payable, PPI will only require such airplay and usage reports periodically upon providing 60 days written notice to a Licensee. PPI's music usage reporting format is available on request

SCALE OF CHARGES

1. COMMUNITY, COMMUNITY OF INTEREST AND SPECIAL INTEREST RADIO STATIONS AND STUDENT RADIO STATIONS

Annual Licence Fee:	Terrestrial broadcasting only	€ 477.80
	Terrestrial broadcasting plus Internet Simulcasting /Catch- up/Archived Programme Service/Podcasts Featuring Music Clips	€ 525.60

2. TEMPORARY RADIO STATIONS (either up to 30 days per year or up to 100 days per year).

Note: a minimum 7-day fee will be payable.

In respect of a 30 day licence:-

Fee Per Day:	Terrestrial broadcasting only	€ 6.50
	Terrestrial broadcasting plus Internet Simulcasting/Catch- up/Archived Programme	€ 7.15



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Service/Podcasts Featuring
Music Clips

In respect of a 100 day licence:-

Fee Per Day:	Terrestrial broadcasting only	€ 6.50
		Subject to a maximum annual fee of €477.80
	Terrestrial broadcasting plus Internet Simulcasting/Catch- up/Archived Programme	€ 7.15
	Service/Podcasts Featuring Music Clips	Subject to a maximum annual fee of €525.60

NOTE

1. PPI reserves the right to amend these terms on giving notice to The Controller of Intellectual Property in writing to that effect.
2. All charges are subject to Value Added Tax at the prevailing rate.
3. For 2022 and future years the below charges for 2021 shall be adjusted in line with the Consumer Price Index.
4. All Licence Fees are inclusive of Dubbing.



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SCHOOL RADIO - WEBCASTING OF SOUND RECORDINGS

The Licence fee under this licensing scheme applies to any Primary or Secondary school intending to include Sound Recordings in a Small Webcast Service for a maximum period of 150 days during the school year ("the Service").

The school ('the Licensee') shall notify PPI that it wishes to provide the Service prior to first going on air and shall pay the licence fee to PPI.

This Tariff does not cover the licensing of subscription services.

PPI does not license music services that offer downloads or on-demand streams of individual music tracks, for example Spotify, Deezer, Apple Music, YouTube, or services that enable the upload of content by the general public such as YouTube, Instagram or Facebook. If a school wishes to use such services, it must get permission from the owner of the copyright in the sound recording.

If the school wishes to transmit outside the Territory, then the school must obtain an internet radio service licence under PPI's tariff 77.

SERVICE DEFINITIONS

The words and phrases contained in this Tariff shall have the following meanings:-

Small Webcast Service (for schools)	<p>An Internet-only radio service operated by a primary or secondary school in the Territory that broadcasts for no more than 150 days during a school year with annual revenues of less than €6,000 and serving no more than 200,000 individual streams annually.</p> <p>The schools service may include a facility to pause the programme and to restart from that same point. No other interactive functionality is allowed.</p> <p>The schools service may offer Podcasts Featuring Music Clips.</p>
Podcasts Featuring Music Clips	<p>A digital file containing excerpts of previously transmitted material which may be downloaded by listeners.</p> <p>The Licensee may offer Podcasts for download via its website or other platform by which it interacts with its listeners.</p> <p>If a Podcast contains Music Tracks, the duration of each Track must be edited down to no more than 30 seconds in duration and each Track may only be used once in any Podcast. Where a Track is used in a number of different Podcasts, the same 30 second clip must be used each time.</p>



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The Territory	The Republic of Ireland
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OTHER KEY DEFINITIONS

Dubbing	<p>The transfer or copying of a Music Track from one medium (e.g. a CD or digital file on a portable Player) to another of the same or a different type (e.g. a digital file on a playout server database). Save for what the Licensee is permitted to do below, a Music Track may not be copied without the express consent of the owner of the copyright in the Track.</p> <p>The Licensee may make copies of authorised (i.e. obtained from legitimate sources) Music Tracks but only for the purpose of their subsequent transmission as part of the Service. If the Licensee maintains such copies on a digital database, the database should only be used for the purpose of transmitting the copied Music Tracks held in it and it must be secured from unauthorised access. The Licensee may not, under any circumstances or for any purposes (including station promotion purposes), copy Music Tracks in full or in part, onto any portable media devices such as CDs, memory cards, USB keys, portable hard drives, laptops or other similar devices.</p>
PPI Repertoire	All Sound Recordings ("Music Tracks") in which PPI controls the rights applicable under this Tariff.
Track and Artist Information	<p>The Licensee may give advance information (either via the Licensee's website or social media interface or announced through the Service) as to the specific Tracks that will be played in the future but shall not specify the time(s) at which the Track or Tracks will be played.</p> <p>The Licensee of a Webcasting Service may include, strictly simultaneously with the transmission of a Music Track, data which shows the artist name and Track title.</p>



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REPORTING AND PAYMENT

The Annual Minimum Licence Fee will be invoiced by PPI in advance and payment of the licence fee is an acknowledgement that the Licensee will abide by the terms of this Tariff. The Licensee is not licenced to use the PPI Repertoire until the fee is paid.

The Licence Fee is subject to Value Added Tax at the prevailing rate.

Annual Licence Fee for Webcasting per channel: €100.00

NOTE

1. PPI reserves the right to amend these terms on giving notice to The Controller of Intellectual Property in writing to that effect.
2. All stations must be Geo-Blocked to be heard only in the Territory.
3. For 2022 and future years the above tariff for 2021 shall be adjusted in line with the Consumer Price Index (CPI).