

General conditions – Synchronisation

Art. 1. Application of the general terms and conditions

- 1.1. The general terms and conditions apply to the legal relationship between the parties. The application of any terms and conditions of the licensee is expressly excluded.
- 1.2. Any special terms and conditions agreed between the parties always take precedence over the general terms and conditions in the event of contradiction.
- 1.3. Sabam reserves the right to amend the general terms and conditions. Sabam undertakes to inform the licensee in writing of any amendments to these general terms and conditions.

Art. 2. Licence

- 2.1. This licence includes only the copyright permission to use the work in an audio or audiovisual production (synchronisation right). This licence does not include the reproduction right, nor the right of the work's author to communicate it to the public.
If an amount is charged on the 'Licence Synchronisation rights' under the heading 'Neighbouring rights', then Sabam has a mandate from the producer to collect the neighbouring rights royalties. In that case, this licence also includes permission to use the master in the audio or audiovisual production.
- 2.2. The licensee must submit a licence application to Sabam no later than 5 days prior to the use of the work(s).
- 2.3. The licence to use the work(s) is only granted for the audiovisual production as mentioned on the 'Licence Synchronisation rights'.
- 2.4. The licence to use the work(s) has only been granted if the corresponding invoice has been paid in full.
- 2.5. The licence is non-exclusive and non-transferable.
- 2.6. The licence is granted by Sabam via the single platform 'Unisono' (unisono.be).
- 2.7. The moral rights of the author and the performing artist (if applicable) are expressly reserved. Without the prior permission of the rightholders, it is not permitted to make any adaptation, translation or modification to the work(s), with the exception of the technically necessary adaptations and modifications for making the production.

Art. 3. Absence of permission

- 3.1. In the event of use of the work(s) without prior permission, the royalties due will be increased by 15%, with a minimum of € 125.
- 3.2. Sabam reserves the right to seek injunctions if the licensee uses the work without prior permission.

Art. 4. Payment of the royalties due

- 4.1. The licensee shall pay the invoiced amount within 30 days of the invoice date, in accordance with the provisions of the invoice.
- 4.2. If the licensee consists of several (natural and/or legal) persons, they are jointly and severally liable for payment of the invoiced amount.

Art. 5. Non-payment

- 5.1. In the event of non-payment of the full invoiced amount before the due date, Sabam shall charge € 15 administration costs per reminder sent.
- 5.2. Sabam reserves the right to claim damages of 15% of the invoiced amount, with a minimum of € 125, if the invoiced amount has still not been paid within 14 days of a second reminder. This article applies without prejudice to Sabam's right to claim higher damages, subject to proof of higher actual damage suffered. If Sabam has to incur additional costs in order to obtain payment of the invoiced amount, these shall also be payable by the licensee.
- 5.3. In the event of non-payment of the invoiced amount before the due date, Sabam shall be entitled, by operation of law and without prior notice of default, to the payment of default interest at a conventional interest rate of 12% per year on the unpaid invoiced amount from the due date of the invoice until the date of full payment.

Art. 6. Processing of personal data

6.1. The processing of personal data is carried out in accordance with the requirements of the Belgian law on the protection of individuals regarding the processing of personal data, with any additional conditions pursuant to Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and with any legal, regulatory or decretal provisions adopted pursuant to that Regulation or the legislation in force on the protection of personal data. Provided personal data are included in the Unisono database which contains public information obtained under the model licence for free reuse Flanders v1.0 and the licence SPW "type C".

Art. 7. Applicable law and jurisdiction

7.1. Belgian law applies to this licence. All disputes in this respect shall fall within the jurisdiction of the courts and tribunals of the judicial district of Brussels or within the jurisdiction of the courts and tribunals of the licensee's domicile/registered office, at Sabam's discretion.

Specific conditions of use for the public performance

As soon as the production is communicated to a public (e.g. on a website), the person responsible for this communication must also conclude a licence with Unisono for the public communication rights (performing rights).

More information on this can be found at <https://www.unisono.be/en> and at <https://www.unisono.be/en/licences/music>.

The licence application for the public communication rights must be submitted via MyUnisono.

If you have any questions, please contact us at sync@unisono.be or by telephone on 02/286 82 11.