



General terms and conditions – dj licence

The disc jockey owns a collection of original sound carriers and sometimes reproduces one or more tracks of those carriers on other carriers or on a hard disk.

The reproduction of sound carriers by the disc jockey for the purpose of communication to the public is subject to the express permission of the right holders of the music, represented by Sabam and SIMIM, as this reproduction is not covered by the exception provided for in Articles XI.190, §1, 5° and XI.127, 4° of the Belgian Code of Economic Law.

The reasons for these reproductions are as follows: saving space, avoiding multiple relocations, a back-up copy in the event of theft, damage or wear, ease of use, protection of the original sound carriers, convenience of automation thanks to digital technology, etc.

On behalf of the copyright and related rights holders it represents, Unisono-DJ/JH grants the disc jockey permission to reproduce the repertoire it manages for the purpose of communication to the public, under the following conditions:

1. The disc jockey is the owner of the original carrier or download with the reproduced work or reproduced phonogram. Any reproduction of a work or phonogram of which the disc jockey does not own or no longer owns the original carrier or download, is prohibited.
2. The disc jockey may not require the author of the work or the manufacturer of the phonogram to still enable this reproduction if the reproduction of the original sound carrier proves difficult or impossible.
3. The disc jockey does not have the right to bypass the technical copy protection measures.
4. The reproduction may only be used by the disc jockey whose name and address are mentioned above, in the context of his activities at parties or events. Any sale, lending, rental or any other activities during which the reproduced works and phonograms are made available, is prohibited.
5. The reproduction of carriers or files for karaoke is expressly excluded from this authorisation. Violations of the moral right of the authors are expressly prohibited.
6. The disc jockey will allow Unisono-DJ/JH and its representatives to check whether the disc jockey meets the conditions of this authorisation and will, among other things:
 - a. show all original carriers and copies on simple request;
 - b. grant access to the premises where the original carriers and copies are located;
 - c. prove that any downloads are legal, based on invoices, a purchase history and/or other evidence;
 - d. grant access to the devices that were potentially used to download music.
7. This authorisation expires on 31/12 and is automatically renewed by one year, subject to a notice period of three months. Three weeks before the end date, an invoice will be sent for renewal of the authorisation.
8. In return for this authorisation, the disc jockey shall pay an annual lump sum fee of € 262,73 + 6% VAT, which represents the share of the related rights. For the first year, the fee will be reduced in proportion to the number of remaining months; the month commenced will be considered as a full month. The fee will not be refunded if the disc jockey were to stop his activities during the year.

9. The fee will be indexed annually according to the following formula:

$$\frac{\text{previous fee} \times \text{consumer price index November of the previous year}}{\text{consumer price index of the year before}}$$

10. This authorisation is strictly personal and limited to the territory of Belgium. The disc jockey is under no circumstances authorised to transfer this authorisation in whole or in part to third parties.

11. If the disc jockey does not comply with one or more of the obligations under this authorisation, Unisono-DJ/JH has the right to terminate it by registered letter with immediate effect. If music was copied in violation of the terms of this authorisation, the disc jockey will pay damages amounting to € 12.5 per work or phonogram*, with a minimum of € 125.

12. The processing of personal data is subject to Unisono's privacy policy. Unisono's privacy policy can be consulted on the unisono.be website. 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". The master of the file is Sabam SC-Soc.civ. with its registered office at 1000 Brussels, rue des Deux Eglises 41-43. In accordance with the Belgian law and the General Data Protection Regulations (GDPR), the company, association or public service has a right of access and rectification, as well as the right to consult the public register.

13. In the case of a dispute concerning the execution or interpretation of this authorisation, only the courts and tribunals of Brussels are competent.

This authorisation is governed by Belgian law.

* Phonogram: the first capture (the mother band or the master) of a sound. For the purposes of this licence, this means the first recording of music and/or a song.