

General conditions – events

1. Unisono licence agreement

Unisono is a platform created by Sabam, PlayRight and SIMIM further to the Royal Decree of 17 May 2019 in order to simplify the collection of the fees for the authors, performers and music producers. Sabam administers this platform.

The purpose of the Unisono licence agreement (hereinafter referred to as “the licence”) is to give the organiser the necessary authorisation for the communication to the public of protected works belonging to Sabam’s national and international repertoire (Article XI.165 of the Code of Economic Law) within the framework of the event that he registers. It also concerns the Fair Remuneration due to SIMIM and PlayRight for the use of performances in the context of this communication to the public (Articles XI.212 and 213 of the Code of Economic Law).

2. Licensee’s obligations

The organiser is required to make a duly completed application for a licence at least 5 days before the beginning of the event. The licence application also implies acceptance of these general conditions.

The organiser is responsible for the performances during the event. He must also inform Unisono of the identity of any third parties that use the repertoire represented by Unisono and give access to Unisono’s representatives.

3. Scope of the licence

The licence is only granted after payment of the invoice. The licence is not assignable.

In the case of performances by mechanical or electronic devices, the licence is limited to music broadcast by media that have obtained the necessary authorisations or by media or files legally manufactured and/or downloaded.

The moral rights of authors and performers are expressly reserved.

4. Increases for lack of prior registration or delay in the registration

In the event of use of protected works and performances without prior authorisation or according to a registration containing incorrect or incomplete parameters, the amount due for the licence will be increased, at Unisono’s discretion, by 15% or €100. The travel of a Unisono representative will be invoiced €75 to the organiser and the drafting of a report of findings €50.

In the event of a registration less than 5 days before the event, the amount due for the licence will be increased by 15% or €45.

5. Pricing information

Unisono charges the amount of fees due on the basis of the data provided by the organiser and/or on the basis of the elements established by Unisono, according to the following parameters:

- the type of event and the nature of the performances;
- the revenues generated, the artistic budget, the entrance fee, the price of drinks, the surface area.

If the organiser, despite one or more reminders from Unisono, has not provided all the data necessary to calculate the fees according to the rate(s) in force, Unisono will estimate the said data on the basis of the information available (full room capacity, admission prices, statistics, press, etc.) and will calculate the fees due accordingly. This invoicing will be considered final unless the organiser sends within fifteen days the missing information relating to the event(s) concerned. Unisono reserves the right, in accordance with articles XI.202 and XI.269 of the Code of Economic Law, to carry out checks on the accuracy and completeness of the operating data provided by the event’s organiser. The organiser undertakes, up to five years after the date of the event, to grant access to all documents relating to the event or to provide them at Unisono’s simple request within the required time limits.

Any fraudulent or wrongful registration exposes the organiser to legal proceedings under articles 196 and 197 of the Penal Code.

6. Invoicing of fees and payment

Unisono fees are invoiced in accordance with the current rates and must be paid by the organiser within thirty days by transfer into Sabam-Unisono's bank account.

7. Indexation

Unisono fees are linked to the index included in the applicable rates. These rates will be indexed annually on 1 January on the basis of the change in the consumer price index over the past year according to the following formula: (basic amount X new index) / basic index.

8. Publication of the rates and special conditions

Unisono's rates and general conditions are available on the Unisono website (unisono.be) and can also be obtained on simple request. Any special conditions are included in the relevant rates and take precedence over these general conditions, if applicable.

9. Cancellation or change of the parameters

In case of cancellation of the planned event or modification of the pricing parameters provided by the organiser, Unisono will take this into account provided that it is notified in writing no later than 17:00 on the last working day preceding the event.

10. List of works/playlist

The organiser must provide a list of the works and performances used (programme mentioning the names of authors, composers, performers and producers) within fifteen days of the event.

11. Penalties and recovery costs

In the event of non-payment of the invoice on the due date, a flat-rate fee of €15 per reminder will be charged to the organiser. In addition, Unisono may claim damages corresponding to 15% of the invoice amount, with a minimum of €125, if the invoice remains unpaid for more than fifteen days after a second reminder. If Unisono has to incur additional costs to obtain payment of the invoice, they will also be charged to the organiser.

However, if the organiser is a consumer within the meaning of Article I.1, paragraph 1ER, 2° of the Code of Economic Law, there will be no fixed charge for the first reminder and the charge for the second reminder will be increased to €15. Only subsequent costs incurred in the context of judicial recovery will be charged to the organiser.

12. Processing of personal data

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 organiser has a right of access and rectification, as well as the right to consult the public register.

13. Applicable law and competent courts

Belgian law applies to the Unisono user license. Disputes relating to it shall be brought before the courts and tribunals of the district of Brussels or the domicile/registered office of the organiser.

Unisono is a collaboration between Sabam, PlayRight and SIMIM

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