



General Terms and Conditions - Podcast

1. Podcast licence

The purpose of the podcast licence (hereinafter referred to as “the licence”) is to grant the licensee the necessary permission to publish podcasts that include the use of protected works from Sabam’s national and international repertoire (Article XI.165 of the Economic Law Code).

The licence shall apply only to the public communication of musical or non-musical works in the podcast(s). Specific permission must in particular be obtained directly from the author or publisher of the musical work in order to include an (existing) musical work podcast.

2. Obligations of the licensee

The licensee shall be required to submit a duly completed [licence application](#) before publishing the podcast. The licence application shall moreover entail acceptance of these general terms and conditions.

3. Definition of podcast-related revenue

This refers to revenue (exclusive of VAT) generated from the exploitation of the podcast. It comprises, inter alia, subsidies, grants, allowances, advertising and sponsorship revenue, as well as donations and contributions. On the other hand, the exchange of advertising messages shall not be taken into account. Advertising revenue refers to the total gross amounts invoiced to advertisers (exclusive of VAT).

4. Scope of the licence

The licence shall be granted only once the invoice has been paid. The licence is non-transferable. The moral rights of authors and performers are expressly reserved.

5. Invoicing of rights and payment

Royalties shall be invoiced according to the published [licence fees](#) and must be paid by the licensee within thirty days by bank transfer to the account of Sabam-Unisono. A minimum amount of €50 shall apply per invoice.

6. Publication of licence fees

Unisono’s [licence fees](#) are posted on the Unisono website (unisono.be) and can also be obtained upon request.

7. Costs

If the invoice is not paid by the due date, a flat-rate fee of €15 per reminder shall be charged to the licensee. In addition, Unisono may claim compensation of 15% of the invoice amount, with a minimum of €125, if the invoice remains unpaid more than fifteen days after a second reminder. Any additional costs incurred by Unisono to obtain payment of the invoice shall also be charged to the licensee. If the licensee is a consumer within the meaning of Article I.1 (1) 2° of the Economic Law Code, however, no reminder fee shall be charged for the first reminder, and the fee for the second reminder shall be €15. The licensee shall be liable only for costs incurred subsequently for judicial recovery.

8. Right of verification

Unisono reserves the right to carry out checks, pursuant to Article XI.202 and XI.269 of the Economic Law Code, to verify that the usage data provided by the licensee are accurate and complete. The licensee shall undertake to keep all documents pertaining to the podcast-related revenue for up to five years after the publication of the podcast(s).

9. Processing of personal data

The processing of personal data shall be subject to Unisono's privacy policy. Unisono's privacy policy can be consulted on www.unisono.be. The personal data provided shall be included in the Unisono database, which contains government information obtained under the model licence for free reuse Vlaanderen v1.0 and the licence SPW "type C". The data controller is Sabam CV, civil limited liability company, having its registered office at 41-43 Tweekerkenstraat, 1000 Brussels. Pursuant to Belgian law and the General Data Protection Regulation (GDPR), the licensee shall have the right to access and rectification, as well as the right to consult the public register.

10. Applicable law and competent courts

The licence shall be governed by Belgian law. Any disputes on the matter shall be referred to the courts of the district of Brussels or to those of the registered office/residence of the licensee.