SUISA

SUISA
Swiss Cooperative Society for Authors and Publishers of Music

SWISSPERFORM
Swiss collective management organisation for neighbouring rights

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Common Tariff K 2025-2029

Concerts, concert-like performances, shows, ballet and theatre

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Provisions that are not within the competence of the Federal Arbitration Commission are in *italics.*

Society entrusted with collection (collection centre)

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A. Scope of Application

1 This Tariff applies to organisers of concerts, concert-like performances, shows, ballet and theatre performances, collectively referred to as customers hereafter.

B. Scope of the Tariff

2 Music copyrights

This Tariff relates to:

- the performance of copyright-protected non-theatrical musical works from the SUISA repertoire (hereinafter ‘music’) at concerts, concert-like performances, shows, ballet or theatre performances, by musicians, on sound or audiovisual recordings, or via broadcast reception;
- the simultaneous transmission of the performance of music at concerts, concert-like performances, shows, ballet or theatre performances on the internet (‘live streaming’);
- the recording of music on sound carriers; these sound recordings may only be used at the customer’s concerts, concert-like performances, shows, ballet or theatre performances and may not be made available to third parties;

3 Related rights (also known as neighbouring rights)

This Tariff relates to:

- the remuneration claims of performing artists and producers of sound and audiovisual recordings relating to the performance of commercially available sound and audiovisual recordings from the SWISSPERFORM repertoire at concerts, concert-like performances, shows, ballet or theatre performances;
- the remuneration claims of performing artists and producers of sound and audiovisual recordings relating to the simultaneous transmission of performances of commercially available sound and audiovisual recordings from the SWISSPERFORM repertoire at concerts, concert-like performances, shows, ballet or theatre performances on the internet (‘live streaming’);
- the exclusive rights of the performing artists and producers of sound recordings from the SWISSPERFORM repertoire to produce sound recordings for the purpose of playing them as intermission music; these sound recordings may only be used at the customer’s concerts, concert-like performances, shows, ballet or theatre performances and may not be made available to third parties.

4 Concerts, concert-like performances, shows, ballet and theatre performances

4.1 Concerts are events attended by the public for the purpose of listening to music.

“Major concerts” are concerts

- in venues or on sites with a capacity of 1,000 people or more,

or

- realising ticket revenues in excess of CHF 22,000.

All other concerts qualify as “small concerts” within the meaning of this Tariff.

Capacity is determined by the number of people permitted under the fire safety regulations of the relevant location.

4.2 Concert-like performances are self-contained events, other than concerts, with music, attended by the public to see and hear performances in which music takes centre stage. The music is performed alone or in combination with other artistic genres or entertainment, sports and other stagings.

By way of example, Tattoo festivals or events with singing numbers performed in between sketches qualify as “concert-like performances” within the meaning of this Tariff.

For the purpose of this Tariff, open air festivals are equated with “concert-like performances”.

4.3 Shows are self-contained events other than concerts and concert-like performances, with music, attended by the public to see and hear performances. As part of these events, music is performed simultaneously with other protected works or parts of works, but only has a secondary or accompanying role. The term “show” refers in particular to variety performances, revues and sports events where music is an indispensable element (e.g. rock ’n’ roll contests, figure skating).

4.4 Ballet performances mean performances of artistic stage dance set to musical works, to the extent such works are non-theatrical.

4.5 Theatre performances mean performances of literary theatrical works with musical interludes or accompaniment.

4.6 Concerts, concert-like performances, shows, ballet and theatre performances are hereafter collectively referred to as “events”.

5 In terms of related rights, this Tariff also applies to the use of sound recordings in connection with the performance of musical-dramatic works.

C. Reservations and exceptions

6 Copyright law-related reservations

SUISA only holds music copyrights. Other authors' rights (e.g. playwrights, choreographers, directors and screenwriters in the case of screenings of audiovisual recordings) are reserved.

7 Reservations on related rights

SWISSPERFORM does not hold:

- the exclusive reproduction rights of performing artists and producers of audiovisual recordings;
- the reproduction rights of performing artists and producers of sound recordings for performances other than use as intermission music (Article 16);
- the (on-site or livestream) performance rights of performing artists and producers of sound and audiovisual recordings which are not commercially available.

8 This Tariff does not apply to the below to the extent they are covered by other tariffs, licensing terms and conditions or contracts:

- concerts of music associations and choirs (Tariff B), concert societies and professional orchestras (Tariff D), and churches and religious communities (CT C);
- film screenings (Tariff E) and reception of broadcasts for public viewing (CT 3c);
- circuses (CT Z);
- short musical interludes at other events with music (CT Hb, CT H)
- recording of protected music on audiovisual media (Tariffs VN, VI and PI)
- making music available so that it can be accessed from an individually chosen place and at an individually chosen time, especially in the case of finished events made available on-demand (licence terms and conditions, contracts).

D. Common Tariff

9 For the purposes of this Tariff, SUISA also represents SWISSPERFORM.

If an event uses only the SWISSPERFORM repertoire to the exclusion of SUISA's, SWISSPERFORM is entitled to assert its own remuneration claims.

E. Fees

a) Percentage rates and calculation basis

10 Fees are calculated as a percentage of revenue subject to Article 13.

11 "Revenue" means all revenues from the use of music, especially:

Fehler! Verweisquelle konnte nicht gefunden werden..1 gross revenue from the sale of tickets and season tickets (tickets and season tickets are hereafter collectively referred to as "admission tickets"), less any ticket tax and VAT actually payable on admission fees. In calculating gross revenue, VIP tickets which include access to non-musical benefits (e.g. Meet & Greet, special catering, etc.) in addition to admission to the event are treated in the same way as the most expensive tickets offered for sale to the public.

Gross revenue also includes revenues from third-party ticketing organisations and other intermediaries, as well as any revenues deriving from the possible livestreaming of the event.

Fehler! Verweisquelle konnte nicht gefunden werden..2 Contributions, subsidies, sponsorship revenue and deficit guarantees drawn upon for the staging of the event, as well as the customer's share of third-party proceeds from the sale of consumer goods (drinks, food, T-shirts, souvenirs, etc.).

These revenues (**Fehler! Verweisquelle konnte nicht gefunden werden.**.2) are only taken into account in the calculation to the extent they are necessary to cover the following costs of music use:

- all compensation paid to performing artists (fees, travel and accommodation expenses, etc.)
- venue leasing costs
- live streaming costs
- rental of musical instruments or public address systems.

12 Subject to substantiation, the countervalue of services to ticketholders included in the admission fee may be deducted from revenue, provided such services are not essential to the staging of the event and that ticketholders would otherwise have to pay for them separately from the admission fee (vouchers for drinks, use of public transport, parking, etc). By mutual agreement, these services may be calculated on a flat-rate basis.

Deductibility pursuant to this Article is limited to the extent that the remaining revenue must at least cover the music use costs in accordance with Article **Fehler! Verweisquelle konnte nicht gefunden werden.**.2.

13 In the following cases, fees may alternatively be calculated as a percentage of the costs of music use, within the meaning of Article **Fehler! Verweisquelle konnte nicht gefunden werden.**.2:

- where there is no revenue or revenue cannot be calculated;
- where costs are higher than revenue and the customer has not prepared a budget, or if the customer assumes from the outset that costs will have to be fully or partially covered by customer's own funds;
- in the case of charity events where profit goes to the needy.

14 The percentage rates are:

14.1 for major concerts, 9.5% for copyright and 2.85% for related rights, subject to the following:

For concerts with non-musical performances as defined below, the rates are:

- in the case of events in venues or on sites with a capacity of 1,000 people or less, 8.5% for copyright and 2.55% for related rights;
- in the case of events in venues or on sites with a capacity of more than 1,000 people, 8% for copyright and 2.4% for related rights;
- in the case of events in venues or on sites with a capacity of more than 5,000 people, 7.5% for copyright and 2.25% for related rights;
- in the case of events in venues or on sites with a capacity of more than 10,000 people, 7% for copyright and 2.1% for related rights.

Capacity is determined by the number of people permitted under the fire safety regulations of the relevant location.

Non-musical performances include light shows, costumes, stage sets, LED and video projections. Where similar elements accompany a musical performance without being part of it, they also qualify as non-musical performances.

14.2 For small concerts, within the meaning of Article 4.1, 8.5% for copyright . No percentage rate applies in the case of related rights since the fee for the use of commercially available sound and audiovisual carriers applies at a flat rate of CHF 20.00 per small concert.

14.3 For concert-like performances:

- in the case of events in venues or on sites with a capacity of 1,000 people or less, 8% for copyright and 2.4% for related rights;
- in the case of events in venues or on sites with a capacity of more than 1,000 people, 7.5% for copyright and 2.25% for related rights;
- in the case of events in venues or on sites with a capacity of more than 5,000 people, 7% for copyright and 2.1% for related rights;
- in the case of events in venues or on sites with a capacity of more than 10,000 people, 6.5% for copyright and 1.95% for related rights.

Capacity is determined by the number of people permitted under the fire safety regulations of the relevant location.

14.4 For shows and ballet performances, 4.5% for copyright and 1.65% for related rights.

14.5 For theatre performances, 2.5% for copyright and 0.93% for related rights.

b) Pro rata temporis reductions

15 The percentage rate is reduced

15.1 for concerts, in the ratio of

playing time of the protected music	:	total music playing time

For copyright ,

and

duration of use of the protected commercially available sound or audiovisual recording	:	total music playing time

for related rights with the exception of small concerts,

provided the customer delivers a list of the music performed in good time (Article **Fehler! Verweisquelle konnte nicht gefunden werden.**).

15.2 for concert-like performances, shows, ballet or theatre performances, in the ratio of

playing time of the protected music	:	total duration of performances

for copyright,

and

duration of use of the protected commercially available sound or audiovisual recording	:	total duration of performances

for related rights,

provided the customer delivers a list of the music performed in good time (Article **Fehler! Verweisquelle konnte nicht gefunden werden.**) together with a schedule of all performances during the events, indicating their respective durations.

15.3 If commercially available sound or audiovisual recordings protected by related rights are used simultaneously at different venues (e.g. in several DJ tents at an open-air festival) within the same event, the duration of use of such recordings are not added together in calculating the ‘duration of use of the protected commercially available sound and audiovisual recordings’ in accordance with Articles 15.1 and 15.2. Only the longest duration is taken into account.

c) Intermission music

16 Subject to Article14.2, the fee for related rights is 0.25% of the revenue from the use of commercially available sound or audiovisual recordings, only during intermissions as well as before and after the event (0.2% for remuneration claims *and 0.05% for the exclusive reproduction on sound carrier*).

d) Minimum fees

17 The fee for copyright equals at least CHF 40.00 per event.

18 Except for Article 19 below, the fees for related rights equal, per event, at least:

- for major concerts & concert-like performances: CHF 40.00
- for shows and ballet performances: CHF 20.00
- for theatre performances: CHF 10.00

19 The fee for related rights for the use of sound and audiovisual recordings only during intermissions as well as before and after an event is at least CHF 20.00 per event.

e) Rebates

20 Customers who belong to a Swiss national association of organisers of concerts, concert-like performances, shows, ballet and theatre performances which supports SUISA in its work, and which undertakes in writing to respect the provisions of this Tariff and complies with tariff requirements are entitled to a 10% rebate on the fees payable for copyright and related rights. Support from the association must encompass the following:

- only professional organisers to be admitted to membership of the association
- regular reminders to be issued at least once a year urging members to report their events with music to SUISA in good time
- regularly, but at least once a year, communicating SUISA's concerns to the association's members
- mediation upon request in the case of disputes between members and SUISA.

21 Customers must provide proof of membership of the association once a year, of their own accord, through appropriate documentation. Alternatively, the association can provide proof by regularly communicating to SUISA, at least once a year, a list of its members, with the names and addresses of the individual organisers. Failing proof, rebates cannot be granted. Proof must be delivered at the latest with the data for the first accounting statement of the relevant year and cannot be taken into account retroactively.

22 Association members who organise small concerts and undertake in writing to respect this Tariff and comply with its requirements are entitled to an additional rebate on the fees payable for copyright and related rights relating to small concerts, at the rate of

- 5% if they organise more than 10 concerts a year;
- 10% if they organise more than 15 concerts a year;
- 15% if they organise more than 25 concerts a year;
- 20% if they organise more than 35 concerts a year.

The calculation is based on the number of concerts organised under this Tariff the preceding year.

23 In calculating the number of concerts, the following applies:

- several concerts taking place simultaneously count as several concerts
- in the case of festivals with more than three bands, concerts in the morning (6 am to noon), in the afternoon (noon to 6 pm) and in the evening (6 pm to 6 am) each count as one concert
- at other events lasting several days, the concerts on each day count as one concert.

f) Surcharges

24 Fees may be doubled if music is performed without SUISA's permission or in case of repeated failure to report events in accordance with this Tariff.

For new customers working with SUISA for the first time, the double fee will be waived the first time music is performed without permission or an event is not reported as required under this Tariff.

d) Taxes

25 The fees in this Tariff do not include VAT. If, pursuant to a mandatory provision of fiscal law or the exercise of an option, value-added tax has to be added to any amounts payable hereunder, the customer is liable for payment at the applicable tax rate.

F. Accounting

26 Customers must make all necessary information available to SUISA for invoicing purposes within 10 days of the event or on the dates indicated in the relevant licence.

27 To verify a customer's declarations, SUISA may request supporting slips or, subject to advance notice, it may ask to inspect the customer's books.

28 If the information or supporting slips are not forthcoming within the time limit indicated in a written reminder, or if access to the books is refused, SUISA may estimate the data and base its invoice on the estimate. Invoices prepared on the basis of estimates are deemed accepted by the customer unless the latter provides SUISA with complete and accurate data within 30 days of the invoice date. Instead of estimating the data, SUISA may impose a fee of CHF 4.90 per person (based on the total capacity of the concert venue). Invoices prepared on this basis are also deemed accepted by the customer unless the latter provides SUISA with complete and accurate data within 30 days of the invoice date.

G. Payment

29 Fees are payable within 30 days or on the deadlines indicated in the licence.

30 SUISA may request down payments up to the anticipated fee amounts and/or demand other securities.

H. Lists of performed works

31 Unless otherwise agreed in the licence, customers are required to deliver to SUISA a complete programme of their event containing the following information:

- titles of all works performed, including interludes and encores
- name of composer and arranger, if any
- for each work, duration of performance in minutes
- duration of the entire event, intermissions excluded
- in the case of sound and audiovisual recordings used in concert: label, catalogue number and playing time. No list is required for music played during intermissions.

32 The programme must be delivered to SUISA no later than 10 days after the event, or after the last event in a series of same events.

33 If the programme is not forthcoming within an additional time limit set in writing, SUISA may demand payment of an additional CHF 100.00. This fee will be doubled in the event of a repeat occurrence.

I. Validity

34 This Tariff is valid from 1 January 2025 to 31 December 2029.

35 The validity of the Tariff is automatically extended from year to year, but not beyond 31 December 2034, unless it is terminated by one party by written notice to the other party at least one year prior to its expiry. Such termination does not preclude an application for extension to the Federal Arbitration Commission for the Exploitation of Copyrights and Related Rights.

36 If, after the expiry of this Tariff and despite the filing of an application for approval, no successor tariff has been put in place, the validity of this Tariff will be provisionally extended until the Federal Arbitration Commission issues a reasoned decision regarding the successor tariff. If the successor tariff is put in force retroactively, it will replace this Tariff for the retroactive period.

This document is a free translation into English of the Tariff originally issued in the official French, German and Italian languages. The translation is provided solely for the convenience of English speakers. In the event of a discrepancy between the English translation and the French, German or Italian version, the version in the official language shall prevail.