

# **RADIOPRO RIGHTS MANAGEMENT LIMITED**

## **COLLECTIVE MANAGEMENT ORGANISATION (CMO)**

### **Complaints Procedure** **& Dispute Resolution Mechanism**

*Updated on 17 January 2021 and became part of the  
RadioPro Rights Management Limited Constitution*

#### **A. Introduction**

1. RadioPro Rights Management Limited ("the Company") is a company limited by shares, registered in Ireland, No. 627232 on the CRO Register. It is constituted on a for-profit basis and is owned and controlled by its Members and Rightsholders.
2. Since May 1, 2020, RadioPro Rights Management Limited is operating as a licensing body pursuant to part 1, regulation 2 of The Collective Management of Copyright (EU Directive) Regulations 2016, as amended in respect of intellectual property rights.
3. RadioPro Rights Management Limited is a collective management organisation ("CMO") within the meaning of the European Directive 2014/26/EU ("the CRM Regulations").
4. RadioPro Rights Management Limited collects revenue for Copyright Owners in respect of the exploitation of their rights in the Republic of Ireland and the European Union, and, through reciprocal agreements with Collective Management Organisations (CMOs) and Independent Management Entities (IMEs) in specific countries and multi territorial regions in the rest of the world.

#### **B. Complaints Procedure**

5. The Company undertakes to deal with the following types of complaint:
  - a) A complaint by a Member of the Company about any decision, act or practice of the Company.
  - b) A complaint by a Rightsholder, not a Member of RadioPro Rights Management Limited, about any decision, act or practice of RadioPro.
  - c) A complaint by a CMO, on whose behalf RadioPro Rights Management Limited manages rights under a representation agreement, about any decision, act or practice of RadioPro Rights Management Limited.

d) A complaint by a Member of the public about any decision, act or practice of the Company.

6. The Company undertakes to seek to resolve any such complaint in an effective, timely and fair manner, in accordance with this procedure; its Constitution; Rules and Regulations; Membership Agreements; Bilateral Agreements with other CMOs and IMEs and the terms of the CRM Regulations, as the same shall apply in the circumstances.

7. Complaints shall be made in writing, addressed to the Chief Executive Officer of RadioPro Rights Management Limited marked "Complaint" and sent by post or email to the Company at its postal or email address. Thereupon:

a) The Company will acknowledge receipt of the complaint within five working days.

b) The Company will investigate the complaint and endeavour to resolve the same to the satisfaction of the complainant within twenty working days of issuing the acknowledgment of complaint, informing the complainant within that period, by post or email, of the manner in which it is proposed to resolve the complaint. In the event that the proposed resolution of the complaint involves action that cannot be taken within the said period, the Company will propose the period of time within which the necessary action will take place.

c) Where the response of the Company to a complaint involves, after investigation, a rejection of the complaint, the Company shall give reasons therefor.

d) In the event that the complainant notifies the Company in writing, by post or email, within ten working days of the issue of the proposed resolution of the complaint (or of the date by which the Company proposes to take action to resolve the complaint, as the case may be) that he or she is not satisfied that the complaint has been adequately addressed and/or with the manner in which it is proposed to resolve the complaint and/or that the complaint has been rejected, then the complainant shall have the option of having the matter dealt with as a dispute, by means of the dispute resolution mechanism described below.

### **C. Dispute Resolution Mechanism**

8. RadioPro Rights Management Limited undertakes to deal with the following types of dispute:

a) A dispute declared by a person who has made a complaint against the Company, which the Company has failed to resolve in accordance with its complaints procedure ("Type 1 Dispute").

b) A dispute between Members and/or Associates of RadioPro Rights Management Limited concerning the entitlement of the respective Rightsholders to receive royalties for their works and performances ("Type 2 Dispute").

c) A dispute arising under a Bilateral Agreement with another CMO concerning the entitlement of a Member of that CMO to receive royalties for their works and performances ("Type 3 Dispute")

**9.** The Company undertakes to seek to facilitate the resolution of every dispute in an effective, timely and fair manner, in accordance with this procedure; its Constitution; its Rules and Regulations; Membership Agreements; Bilateral Agreements with other CMOs and IMEs and the terms of the CRM Regulations, as the same shall apply in the circumstances.

**10.** The Company shall put into effect the procedure outlined hereunder upon the happening of one of the following events:

a) The Company shall be informed of a Type 1 Dispute, by notice in writing in accordance with paragraph 2.3.3 herein that a person who made a complaint to the Company is not satisfied with the outcome of the complaints procedure and wishes to pursue the complaint further, as a dispute.

b) The Company shall be informed of a Type 2 Dispute, by notice in writing addressed to the Chief Executive Officer of RadioPro Rights Management Limited marked "Dispute" and sent by post or email to RadioPro Rights Management Limited at its postal or email address.

c) The Company shall be informed in writing or by email of a Type 3 Dispute, by a CMO with which RadioPro has a Bilateral Agreement.

**11.** Every notice of a dispute shall outline the nature of the dispute.

**12.** Upon receipt of notice of a dispute, the Company will acknowledge receipt of the same within seven working days.

**13.** In the event that the notice of dispute does not disclose a genuine dispute, the Company shall inform the party attempting to invoke the dispute resolution process accordingly, explaining the reason and inviting the party in question to provide more information to justify the notice, if this is appropriate.

**14.** In the event that the notice of dispute discloses a genuine dispute (or when sufficient information is obtained by the Company to identify a genuine dispute), the following steps shall be taken within twenty working days:

#### **14.1 Type 1 Dispute**



a) Phase 1: the Company shall appoint a Dispute Settlement Committee ("the Committee"), consisting of the following persons:

- A person nominated by the complainant, who may or may not be a Member of RadioPro Rights Management Limited;
- A person nominated by the Board of Directors of RadioPro, who shall be a Member of RadioPro Rights Management Limited, but not currently serving as a director of RadioPro Rights Management Limited;
- A person jointly nominated by agreement between the complainant and the Board of Directors of RadioPro Rights Management Limited, who may or may not be either a Rightsholder or a Member of RadioPro Rights Management Limited, but who shall have some knowledge of music licensing.

b) Phase 2: The Committee shall, within ten working days of its appointment, invite the parties to a meeting, to receive their oral submissions. If it shall consider it necessary, the Committee shall ask for written submissions and/or other information necessary for it to assess the issues involved in the dispute. The same shall be furnished by the parties within a reasonable time limit specified by the Committee and shall otherwise be discounted.

c) Phase 3: No later than fifteen working days after the meeting, or, if applicable, the date fixed for the provision of written submissions and/or other information, the Committee shall propose to the parties, in writing, by letter or email, terms of settlement of the dispute.

d) Phase 4: Where the parties accept the proposed terms of settlement, an agreement reflecting the same shall be signed by them and the dispute shall be resolved in accordance with its terms. The Board of Directors of RadioPro Rights Management Limited shall be informed that the dispute has been settled.

e) Phase 5 (if applicable): Where one of the parties to the dispute does not accept the proposed terms of settlement, or fails to sign an agreement reflecting the same within the prescribed time, the matter shall be referred to the Board of Directors of RadioPro Rights Management Limited. In such event, the Board shall review the decision of the Committee and shall take such expert or other advice, as necessary, to arrive at a proposed solution that meets the requirements of paragraph 9 above. Within twenty working days of the matter being referred to it, it will draft a reasoned proposal for a resolution and furnish the same to the parties by registered post. If the parties do not notify the Board that they agree to the proposal within ten working days of receipt of the same, the Board will issue a finding on the matter and notify the parties thereof, which shall conclude the dispute resolution effort.

#### **14.2. Type 2 Dispute**

a) Phase 1: RadioPro Rights Management Limited shall appoint a Dispute Settlement Committee ("the Committee") consisting of the following persons:

- One person nominated by each party to the dispute (who shall be Members of RadioPro Rights Management Limited).
- One person nominated by the Board of Directors of RadioPro Rights Management Limited (who shall be a Member of RadioPro Rights Management Limited, but not a current or former director of RadioPro Rights Management Limited).

b) Phase 2: The Committee shall, within ten working days of its appointment, invite the parties to a meeting, to receive their oral submissions. If it shall consider it necessary, the Committee shall ask for written submissions and/or other information necessary for it to assess the issues involved in the dispute. The same shall be furnished by the parties within a reasonable time limit specified by the Committee and shall otherwise be discounted.

c) Phase 3: No later than fifteen working days after the meeting or, if applicable, the date fixed for the provision of written submissions and/or other information, the Committee shall propose to the parties, in writing, by letter or email, terms of settlement of the dispute.

d) Phase 4: Where the parties accept the proposed terms of settlement, an agreement reflecting the same shall be signed by them and the dispute shall be resolved in accordance with its terms. The Board of Directors of RadioPro Rights Management Limited shall be informed that the dispute has been settled.

e) Phase 5 (if applicable): Where one or more parties to the dispute does not accept the proposed terms of settlement, or fails to sign the agreement reflecting the same within the prescribed time, the matter shall be referred to the Board of Directors of RadioPro Rights Management Limited. In such event, the Board shall review the decision of the Committee. Within twenty working days of the matter being referred to it, it will draft a reasoned proposal for a resolution and furnish the same to the parties by registered post. If the parties do not notify the Board that they agree to the proposal within ten working days of receipt of the same, the Board will issue a finding on the matter and notify the parties thereof, which shall conclude the dispute resolution effort.

**14.3. Type 3 Dispute.** Type 3 disputes shall be dealt with in accordance with the terms of the Bilateral Agreement entered into between RadioPro Rights Management Limited and the other party to the dispute.

**15.** The parties to all complaints and disputes, and, where applicable, those nominated to represent them, shall be obliged to treat all information exchanged within the respective processes as confidential.

**16.** Nothing in either the Complaints Procedure or the Dispute Resolution Mechanism shall prevent any party to any complaint or dispute from seeking at any stage in the process any relief available at law, including by bringing proceedings in a court of law or by prosecuting a complaint to the Intellectual Property Office (IPO), inter alia concerning noncompliance with the CRM Regulations.

**17.** Rightsholders rights under the The Collective Management of Copyright (EU Directive) Regulations 2016 shall not be affected by the processes described herein.