

AUDIO-VISUAL COPYRIGHT SOCIETY LTD, trading as SCREENRIGHTS • ABN 76 003 912 310 ("Screenrights")

▶ 1. NAME OF APPLICANT

Name of Applicant : (the "Member")

Please use full legal name

(eg. Ltd, Inc for companies, or full first and last names for individuals)

Australian Business Number : (for Australian members, where applicable)

▶ 2. RIGHTS AND OBLIGATIONS

All your rights and obligations as a member are governed by the attached terms and conditions of membership together with the Articles of Association of Screenrights (as amended from time to time), both of which form part of this application form and which you accept by signing this form. Please obtain a copy of the Articles of Association from Screenrights' website (www.screenrights.org) or one can be provided upon request.

▶ 3. CONTACT DETAILS

Street Address : (this address MUST be provided)

Please provide details

Postal Address : (ONLY if different than Street Address)

Ph (Work) :

Ph (Home/Mob) :

Fax :

Email :

Website :

▶ 4. SIGNATURE

Authorised Signatory of Member :

Signed :

Position :

(print position of authorised signatory)

Name :

(print name of authorised signatory)

Date :

<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text" value="2"/>	<input type="text" value="0"/>	<input type="text"/>	<input type="text"/>
D	D		M	M		Y	Y	Y	Y

OFFICE USE ONLY

For Screenrights:

Signed :

Position :

Name :

Date :

<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text" value="2"/>	<input type="text" value="0"/>	<input type="text"/>	<input type="text"/>
D	D		M	M		Y	Y	Y	Y

▶ SCREENRIGHTS DETAILS

PO Box 1248, Neutral Bay NSW 2089 Australia • Ph: +61 2 9904 0133 • Fax: +61 2 9904 0498 • email: info@screenrights.org • www.screenrights.org

▶ MEMBERSHIP

1. Membership

- 1.1 If the applicant is not already a member of Screenrights, the applicant applies to become a member of Screenrights.
- 1.2 Screenrights must determine, in accordance with the Articles, the applicant's eligibility for membership.
- 1.3 This Agreement becomes effective from the date of its execution by Screenrights.
- 1.4 If at the time of making this application the applicant is already a member of Screenrights, the parties acknowledge that:
 - (a) this Agreement supersedes any earlier membership agreement; and
 - (b) the effective date of membership is the effective date of the earliest such agreement.

2. Articles

- 2.1 By making this application, the Member acknowledges that it
 - (a) is bound by Screenrights' Memorandum and Articles of Association as amended from time to time; and
 - (b) has received a copy of the Memorandum and Articles.

3. Completion of further documents

- 3.1 The Member acknowledges that it must (to the satisfaction of Screenrights) complete, execute and return to Screenrights such forms as Screenrights may issue to the Member from time to time and that such forms form a part of and are incorporated into this Agreement.

4. Transfer

- 4.1 The Member is not entitled to transfer membership or any of the rights and privileges of membership to any other person.

5. Termination

- 5.1 The Member may, by notice in writing to Screenrights, terminate this Agreement (other than those terms which survive the termination of the Agreement).
- 5.2 If the Member ceases to be eligible for membership, Screenrights may, by notice in writing to the Member, terminate this Agreement (other than those terms which survive the termination of the Agreement) and remove the Member from its register of members.

▶ AUSTRALIAN STATUTORY SERVICES

6. Declared Collection Society

- 6.1 The Member acknowledges that Screenrights operates as a collecting society for the purposes of and in accordance with declarations made from time to time under the *Copyright Act 1968* (Cth) and related legislation and may collect monies on behalf of the Member in relation to the following Australian Statutory Services:

Australian Educational Copying Service (Parts VA & VB *Copyright Act 1968* (Cth))

Australian Government Copying Service (Part VII *Copyright Act 1968* (Cth))

Australian Retransmission Service (Part VC *Copyright Act 1968* (Cth))

(the "Australian Statutory Services")

▶ INTERNATIONAL VOLUNTARY SERVICES

7. Application of Clauses 8 - 12

In the event that the Member elects to participate in any or all of the International Voluntary Services offered by Screenrights to its members from time to time, the following Clauses 8 – 12 will apply to those services. These clauses do not apply to the Australian Statutory Services.

8. Extent of Agency under International Voluntary Services

- 8.1 Subject to Clause 10, the Member grants Screenrights the right to act as its non-exclusive agent (whether in Australia or elsewhere) for the Collective Administration of the copyright in all Registered Titles, including:
 - (a) entering into agreements for the licensing of copyrights and the collection, allocation and distribution of royalties in relation to the Registered Titles;
 - (b) supplying information about Registered Titles to other persons;
 - (c) completing warranties as to ownership of rights in the Registered Titles on behalf of the Member; and
 - (d) collecting royalties allocated by others in respect of the Registered Titles.
- 8.2 Screenrights has the sole discretion to determine the terms of any agreement made under clause 8.1.
- 8.3 Subject to Clause 10, Screenrights may include all Registered Titles in all International Voluntary Services, whether offered at the time this application is made or subsequently. Where a service is materially different from services existing at the time of this application, Screenrights must notify the Member of the nature of the service at least one month before any Registered Titles are included in that service.

9. International Voluntary Services - Registration

9.1 The Member must:

- (a) complete such registration and other documentation as Screenrights may reasonably require from time to time including provision of warranties additional to those given by the Member in this Agreement;
- (b) promptly inform Screenrights of any material changes to the information supplied concerning Registered Titles; and
- (c) keep Screenrights informed at all times of any circumstances of which the Member is or should be aware which would be likely to affect Screenrights' performance of any of Screenrights' obligations under this Agreement.

9.2 Where the Member is not the full legal and beneficial owner or exclusive licensee of all relevant rights in a Registered Title, the Member undertakes to assist Screenrights to identify any other relevant rightsholder(s).

10. International Voluntary Services - Variation of Agency

10.1 If the Member ceases to retain any of its rights in a Registered Title, the Member must inform Screenrights in writing within seven (7) days. This notice will take effect upon receipt by Screenrights.

10.2 Subject to Clause 10.1, if the Member wishes to vary or withdraw any of its rights in a Registered Title, the Member may give not less than one month's written notice to Screenrights in the manner determined by Screenrights from time to time instructing Screenrights not to license nor collect on its behalf for one or more Registered Titles:

- (a) under particular services offered by Screenrights;
- (b) to or from a particular person or class of persons; or
- (c) other than on specified terms.

10.3 Screenrights must not, from the date a notice under this Clause takes effect, enter into any licences contrary to such notice.

10.4 The Member acknowledges that any notice given under this Clause does not affect the operation of licences or other royalty collection arrangements already in existence at the date such notice takes effect and that Screenrights is entitled to continue to collect fees payable under such licences or arrangements for a period of twelve (12) months from the date such notice takes effect.

11. International Voluntary Services - Rights of Member

11.1 Subject to this Agreement, the grant to Screenrights of the right to act as agent under this Agreement does not in any way inhibit the right of the Member to exercise its rights in Registered Titles under the *Copyright Act 1968* (Cth).

11.2 The Member will have no right of action against Screenrights for failure to exploit any Registered Title.

12. International Voluntary Services - Legal Proceedings

12.1 The Member irrevocably appoints Screenrights to be the Member's lawful attorney to bring actions in the Member's name arising from or in connection with the rights of the Member in Registered Titles under the International Voluntary Services.

12.2 Screenrights will be responsible for the institution, conduct and settlement of any legal proceedings which it brings in the name of the Member.

12.3 Screenrights must indemnify the Member against any loss, cost, charge, liability or expense the Member may sustain or incur as a direct or indirect consequence of the exercise of any power under this clause 12.

12.4 At all times, the Member must co-operate with Screenrights, including:

- (a) providing Screenrights with any information reasonably requested by it for the preparation and prosecution of legal proceedings;
- (b) making its employees available for the purposes of preparation for and conduct of legal proceedings; and
- (c) promptly advising Screenrights of any action brought, notices or correspondence received and any other information relevant to the rights granted to Screenrights under this Agreement.

12.5 The Member ratifies and agrees to ratify everything done or caused to be done by Screenrights under Clause 12.

12.6 The Member acknowledges that Screenrights may, from time to time, bring and conduct actions in the name or names of members of Screenrights other than the Member and that Screenrights may deduct from the Trust all legal and other expenses incurred by Screenrights in bringing, conducting and/or settling such actions.

12.7 In the event of an action referred to in this Clause, the proceeds (if any) of such action, will be paid into the Trust and any such proceeds remaining after deduction from the Trust of the legal and other expenses incurred by Screenrights in connection with such action will be applied in accordance with the Articles as if such proceeds were monies collected by Screenrights under the Voluntary Services.

▶ GENERAL PROVISIONS

13. Warranties and Indemnity

- 13.1 The Member warrants to Screenrights that, at the date of this Agreement and at the date any notice is delivered to Screenrights by the Member under this Agreement:
- (a) it has full capacity and authority to enter into and fully perform this Membership Agreement including (without limitation) it is fully entitled to receive all monies paid to it under any Services offered by Screenrights;
 - (b) all information provided in this Membership Agreement is true and correct and does not infringe the rights of any third parties; and
 - (c) all details included in notices delivered to Screenrights will be correct in every respect and kept up to date.
- 13.2 The Member agrees to indemnify Screenrights and keep Screenrights indemnified against any costs and expenses (including reasonable legal costs and expenses) incurred in respect of defending or settling any actions, claims or demands arising from the breach of any warranties, representations or undertakings in this Membership Agreement.
- 13.3 The Member must provide to Screenrights any documentation which may be requested by Screenrights from time to time to verify its warranties.
- 13.4 The warranties and indemnities given in this Clause survive the termination of this Agreement.

14. Screenrights Distribution Policy

- 14.1 The Member acknowledges and agrees that:
- (a) Screenrights will distribute any monies collected by it in accordance with its Distribution Policy and the Member agrees not to contest nor dispute that distribution;
 - (b) receipt of payment in accordance with this Clause by the Member or the Member's agent constitutes full and final satisfaction of Screenrights' obligation to pay the Member.

15. Privacy

To the extent that Screenrights obtains or deals with the Member's personal information (as defined in the *Privacy Act 1988* (Cth)) Screenrights agrees to use and disclose that information solely for the purposes of providing services to the Member in accordance with this Agreement or as required by law.

16. Notices

- 16.1 Any notice required to be given under this Agreement by the Member to Screenrights must:
- (a) be in writing and directed to the address of Screenrights as shown below or to such other address as has been most recently notified by Screenrights to the Member: Screenrights, Level 3, 156 Military Road (PO Box 1248) NEUTRAL BAY NSW 2089 AUSTRALIA, Facsimile Number: +61 2 9904 0498;
 - (b) be signed by a person duly authorised by the Member; and
 - (c) be written in the English language (or be supplied with a certified translation).
- 16.2 Any notice required to be given under this Agreement by Screenrights to the Member must be in writing and directed to the address (or facsimile number) as has been most recently notified by the Member to Screenrights.

17. Governing Law

- 17.1 This Agreement and all forms completed in accordance with this Agreement shall be governed by the laws of the State of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the Courts of or exercising jurisdiction in that State.

▶ DEFINITIONS

18. Definitions

- 18.1 In this Agreement :

"Articles" means the Articles of Association of Screenrights as amended from time to time;

"Collective Administration" includes systems of copyright administration whereby the owners of rights authorise collective administration organisations to administer their rights, including monitoring the use of their rights, negotiating with prospective users, issuing licences against appropriate fees and under appropriate conditions, and collecting such fees and distributing them among the owners of rights;

"International Voluntary Services" means the New Zealand Educational Copying Service (s48 *Copyright Act 1994* (NZ)) and such other collections services as are offered from time to time by Screenrights including collections in relation to private copying of transmissions or recordings of Registered Titles, international retransmission of free-to-air transmissions of Registered Titles and other copying of transmissions of Registered Titles including educational copying in various territories throughout the world.

"Registered Title" means a copyright work registered with Screenrights by a Member for the purposes of the International Voluntary Services;

"Services" means the Australian Statutory Services and any International Voluntary Services ; and

"Trust" means the Voluntary Trust Fund as administered in accordance with the Articles.

All other capitalised terms have the meaning given to them in the Articles unless the context otherwise requires.

In this Agreement the singular includes the plural and vice versa.