

SAMPLE

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

Please read and complete all sections of both

pages of this Form in CAPITAL LETTERS. Mark appropriate boxes with a tick .**▶ INSTRUCTIONS**

- This is a general warranty for members who own or control copyright in the Film, Script or Commissioned Sound Recordings included in the films and TV programs that they register with Screenrights (the "Titles").
- The information in this form applies to all Titles **UNLESS YOU VARY** the information on the Title Registration (Form D) you complete for a specific Title.

▶ 1. NAME OF MEMBER

Please use full legal name

Sample Company Pty Ltd

The name in this section should be the rightsholder AND match the name on the Membership Agreements (Form B).

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

▶ 2. CLAIM DETAILS : WORKS

Titles contain a number of works protected by copyright. Tick the box(es) below to indicate the copyright components in the Titles in which you own the Relevant Rights (the "Works") and the percentage of funds you claim.

Please tick and provide % - Film : % OR No Claim

Definitions of the Works and Services can found on the second page of this form.

Please tick and provide % - Script : % OR No Claim

Please do not leave any section unticked. You must either indicate a claim or tick 'no claim'.

Please tick and provide % - Commissioned Sound Recordings : % OR No Claim**▶ 3. CLAIM DETAILS : SERVICES**

Tick the box(es) below to select the services in which you wish to participate (the "Services").

Please tick All Services

The Warranty (Form C) is completed once.

OR indicate any from the following

Section 2 and Section 3 should reflect the way in which you claim the majority of your titles.

If the information provided in sections 2 and 3 of this form is different for an individual title, please complete section 10 on the Title Registration (Form D) for that specific individual title.

 Australian Statutory Services (as listed below) Australian Educational Copying Service Copying Communication Australian Government Copying Service Australian Retransmission Service International Voluntary Services (as listed below) New Zealand Educational Copying Service Private Copying International Retransmissions Other Copying of Transmissions**▶ 4. WARRANTY**

- The Member represents and warrants to Screenrights that:
 - it has full capacity and authority to enter into this Warranty Agreement;
 - it is entitled to authorise Screenrights to undertake any selected Services for the Works for the duration, countries and language versions indicated on the relevant Title Registration (Form D);
 - it is, or is the authorised agent of, the legal and beneficial owner or exclusive licensee of the Relevant Rights in the Works;
 - it is entitled to receive the percentage of funds claimed in the Works from the exercise of the Relevant Rights in the Title under the Services;
 - all information provided in this Warranty Agreement is true and correct and does not infringe the rights of any third parties; and
 - all information provided in this Warranty Agreement applies to all Titles except as notified to Screenrights on the Title Registration (Form D) for an individual Title.
- 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 Warranty Agreement, the Title Registration (Form D), and the Membership Agreement (Form B).
- The Member agrees to immediately notify Screenrights in writing of any changes to information supplied in this form or otherwise in relation to the Titles.
- The terms of this Warranty Agreement including the warranties and undertakings are additional to the Membership Agreement (Form B) and any other warranties given from time to time by the Member in relation to the Titles.
- The representations and warranties set out in this Warranty Agreement and the rights and remedies available to Screenrights in relation to any breach of any condition, representation or warranty shall continue to be in force and shall survive the termination of this Warranty Agreement, the Title Registration (Form D) and the Membership Agreement (Form B).

▶ 5. DEFINITIONS

Any terms used in this Warranty Agreement which are defined in the Copyright Act 1968 (Cth) (the "Act") have their statutory meaning unless the context indicates otherwise.

Film : means a cinematograph film as defined in the Act.

Script : means a literary or dramatic work as defined in the Act.

Commissioned Sound Recordings : means a sound recording of a musical work where the Member owns copyright in the sound recording pursuant to a commissioning agreement or otherwise.

Relevant Rights : means in respect of each Title that the Member is the owner or exclusive licensee of the following rights:

For the Australian Statutory Services:

Copyright in the Works and the entitlement to receive equitable remuneration under the Act in relation to each of the following Statutory Services selected by the Member:

- **Australian Educational Copying Service** (Parts VA and VB of the Act): Copying and communication of broadcasts by educational and other institutions;
- **Australian Government Copying Service** (Part VII of the Act): Use of copyright material for the Crown;
- **Australian Retransmission Service** (Part VC of the Act): Retransmission of free-to-air broadcasts.

For the International Voluntary Services:

- **New Zealand Educational Copying Service:** The right to copy the Works from a broadcast or cable programme and to license educational establishments to record and copy the Works from a broadcast or cable programme in accordance with Section 48 of the *Copyright Act 1994* (New Zealand);
- **Other International Voluntary Services:** The right to collect royalties from collecting societies which distribute royalties collected within their respective territories in relation to the Film rights in the Titles for:
 - a. private copying of transmissions or recordings of the Titles;
 - b. retransmission of free-to-air transmissions of the Titles;
 - c. other copying of transmissions of the Titles (including educational copying).

▶ 6. FURTHER INFORMATION

Members who own or control copyright in:

- **artistic works;**
- **musical works;** or
- **broadcast signals;**

as well as **performers**, can find further information about how to claim by reading the fact sheets available on Screenrights' website at www.screen.org or by contacting Screenrights' Member Services Department at memberservices@screenrights.org or on **+61 2 9904 0133**.

▶ 7. SIGNATURE

Signature :
(for and on behalf of the Member)

Date : / /
D D M M Y Y Y Y

Name :
(print name of authorised signatory)

Position :
(print position of authorised signatory)

OFFICE USE ONLY :

▶ SCREENRIGHTS DETAILS

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