

The information you provide on this Registration is incorporated into, and forms part of, the warranties you provide to Screenrights in your Membership Agreement.

Member name * mandatory

Member name (or applicant name)* Are you claiming as the Agent of the Copyright Owner? Yes No

Must be the same legal entity name as provided on the Membership Agreement.

My claim details: artist + copyright owner * mandatory

Name of Artist Year of death if artist has passed away

Is the artist the copyright owner? Yes *If no, provide the legal name of the copyright owner*
 No *Such as a trust, an estate or a beneficiary owner*

Is the copyright owner a member of a visual arts collecting society? Yes *If yes, please specify the name of the visual arts collecting society*
 No

Details of program where artistic work(s) appeared * mandatory

Name of program the "Program"

If a series, provide details of the episodes where the artistic work(s) appeared
Such as a episode name, episode number, season number and broadcast details where known

Details of artistic work(s) in the program * mandatory

Type of artistic work(s) *select the option(s) that best describe the artistic work(s) in the program*

<input type="checkbox"/> Painting	<input type="checkbox"/> Engraving	<input type="checkbox"/> Architecture
<input type="checkbox"/> Drawing	<input type="checkbox"/> Installation	<input type="checkbox"/> Other - specify:
<input type="checkbox"/> Illustration	<input type="checkbox"/> Photography	<input style="width: 100%;" type="text"/>
<input type="checkbox"/> Sculpture	<input type="checkbox"/> Wearable art	

Number of artistic work(s)

1 piece of artistic work
 2 pieces of artistic work
 3 or more pieces of artistic works

Use of artistic work(s)

Featured artistic work, being:
 - Artistic Work that is the main or significant subject matter of a shot;
 - Artistic Work that is deliberately focussed on, placed in the foreground, discussed or otherwise brought to the audience's attention
 - Artistic Work that is used in a sequence of shots or as a full frame (rather than in the background)

Non-featured artistic work, being:
 - Artistic Work that is not a featured Artistic Work, as set out above.

Duration of claim * mandatory

My rights period **For what period of time are you claiming the right to collect royalties?***

In perpetuity **OR** From: / / To: / /

If you have specified dates above, please complete the following question

Once your rights period ends, can you continue to claim royalties that are earned within your rights period? Yes No

If 'yes', how long can you continue to claim royalties that are earned within your rights period?

In perpetuity **OR** **Until:** / /

Signature*

Digital signature
accepted

Print name*

Date*

 / /

Insert a digital signature and submit

OR print, sign and send the form to us by email, fax or post.



OFFICE USE ONLY

Authorised by:

Warranties and Indemnities

The Member represents and warrants to Screenrights in accordance with the Membership Agreement that:

1. The Program contains Artistic Works.
2. The Member is entitled to collect Royalties for the exploitation of the Relevant Copyright.
3. The Copyright Owner owns the Relevant Copyright for the period indicated above.
4. To the best of the Member's knowledge the Artistic Works in the Program are not in the Public Domain. Where the Member becomes aware that Royalties are allocated to Artistic Works that are in the Public Domain, the Member will return the Royalties to Screenrights within two months of this determination, without the deduction of any fees, commissions or charges.

If the Member is claiming in the capacity of AGENT, then the following paragraphs also apply:

5. The Member represents the Copyright Owner through a Representation Agreement.
6. The Member is duly authorised as the Agent of the Copyright Owner to collect the Royalties received from Screenrights directly on the Copyright Owner's behalf through a representation agreement.
7. Subject to paragraphs 4 and 8, the Member will promptly allocate and distribute Royalties received from Screenrights to the Copyright Owner:
 - (a) in accordance with Screenrights' calculations; and
 - (b) less any reasonable administrative expenses which will be no higher than the Member's standard administration fee or charges.
8. In the event that Royalties remain undistributed to the Copyright Owner for any reason for at least two years from the date of this Agreement, the Member will return the Royalties to Screenrights without deduction of any fees, commissions or charges.
9. The Member will promptly provide Screenrights with the following information as reasonably requested by Screenrights to establish the following:
 - (a) the amount of Royalties distributed to the Copyright Owner; and
 - (b) the amount of undistributed Royalties.
10. In addition, the Member will provide Screenrights with all documents (including copies of the Representation Agreement) and information as reasonably requested by Screenrights to establish the following:
 - (a) the representation of the Copyright Owner by the Member; and
 - (b) the basis of the claim to Royalties by the Copyright Owner.
11. Notwithstanding paragraphs 8, 9 and 10, Screenrights:
 - (a) need only make payment of the Royalties to the Member; and
 - (b) is not obliged to make any enquiries as to whether the Royalties (or part thereof) have been dealt with in accordance with the Representation Agreement.

General Warranties

12. The warranties, representations and obligations set out in this Agreement will continue to be current and binding on the Member including after the termination of the Membership Agreement.
13. The Member agrees to indemnify Screenrights against all damages, costs and expenses incurred by Screenrights arising out of a breach by the Member of any representation, warranty or agreement contained in this Agreement.
14. The Member has read the Definitions and acknowledges they form part of this Warranty.
15. This Warranty is governed by the laws of the State of New South Wales.

Definitions

Please read these definitions carefully and make sure that you understand the warranty you are making to Screenrights:

Acts: Copyright Act (Commonwealth of Australia) 1968 and Copyright Act 1999 (New Zealand).

Agent: A person duly appointed the agent of the Copyright Owner of the Relevant Copyright in Australia and New Zealand for the purpose of collecting the Royalties from Screenrights.

Artistic Work: Artistic Work as defined in the Acts.

Assignee: A person who acquired the Relevant Copyright by virtue of an assignment in writing.

Author: The person who created the Work under the Acts (as set out at Item D).

Copyright Owner: The owner of the Relevant Copyright in the Program including Exclusive Licensee or Assignee.

Exclusive Licensee: A person who acquired an exclusive licence under a written agreement whereby they are entitled to control or exercise the Relevant Copyright in Australia and New Zealand to the exclusion of all other persons.

Member: The Copyright Owner or Agent of the Copyright Owner who has also entered into a Membership Agreement with Screenrights.

Membership Agreement: The membership agreement between Screenrights and the Member.

Public Domain: Where the copyright in the Artistic Work has expired or is not subject to copyright and may thus be freely used by the public, according to the Acts.

Relevant Copyright: Means the right to:

- (a) reproduce the Artistic Work in Australia and New Zealand from a television broadcast of the Program incorporating the Artistic Work;
- (b) communicate (including by way of email, internal broadcast and making available online) the Artistic Work in Australia and New Zealand from a copy of a television broadcast of the Program incorporating the Artistic Work; and
- (c) receive remuneration for the retransmission in Australia of the Artistic Work incorporated in the Program.

Representation Agreements: means:

- (a) The licence, agency, or representation agreement entered into between the Member and the Copyright Owner; or
- (b) The agreement between the Member and the Society for the distribution of Royalties to Copyright Owners in the Program.

Royalties: Amounts of money collected by Screenrights under Screenrights' royalty collection services and paid to Copyright Owners of the Relevant Copyright for the exercise of the Relevant Copyright in the Artistic Works in the Programs in Australia and New Zealand.

Screenrights: The Audio-Visual Copyright Society Ltd trading as Screenrights.

Society: The international visual arts collecting society with whom the Member has entered into a Representation Agreement or which operates in the territory where the Copyright Owner is a national.