

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

## ▶ ABOUT SCREENRIGHTS

Screenrights is a non-profit copyright collecting society. Screenrights collects royalties for the use of films and television programs under the Australian Statutory and International Voluntary Services it administers.

This document provides information about membership of Screenrights and the Services it offers to members.

The first part of the document contains information to help you complete the various forms necessary to become a member of Screenrights and to register your titles with us. This information is intended to explain the various forms you will need to complete – it does not form part of them.

The second part of the document contains answers to some frequently asked questions and explains how you can get further information.

## ▶ BECOMING A MEMBER AND REGISTERING YOUR TITLES

### 1. Membership Agreement - Form B

The Membership Application and Agreement (Form B) contains the basic terms of your membership of Screenrights.

By completing this Form you apply to join Screenrights. This is important, as by law you must be a member of Screenrights in order to receive any royalties that we collect under the Australian Statutory Services.

As a member you will be bound by Screenrights' Articles of Association. You should have received a copy of the current Articles with your membership kit and copies can be downloaded from Screenrights' website.

### 2. Warranty - Form C

Form C is a general warranty that only needs to be completed once. You need to complete the Warranty (Form C) using the information that will apply to the majority of programs you register with Screenrights.

The information that you provide on this form will apply to ALL films and television programs that you register with Screenrights unless you vary the information when completing a Title Registration (Form D) for a specific title (see further below).

In Form C you provide general warranties to Screenrights about the type of rights you own in the programs you will register and the percentage of funds you claim from the exercise of those rights.

In addition, you must also select the Services in which you wish to participate. Currently Screenrights offers the following Services to its members:

#### **Australian Statutory Services**

Screenrights is the declared collecting society for three separate statutory licences under the Australia Copyright Act. Under each of the following services Screenrights collects royalties for and on behalf of relevant rightsholders:

- **Australian Educational Copying Service** – This covers the copying and communication of broadcasts by educational and other institutions (Parts VA and VB Copyright Act);
- **Australian Government Copying Service** – This covers the use of copyright material for the Crown (Part VII Copyright Act); and
- **Australian Retransmission Service** – This covers the retransmission of free-to-air broadcasts (Part VC Copyright Act).

#### **International Voluntary Services**

Members may also choose to appoint Screenrights as their non-exclusive agent to collect royalties under any or all of the following Services:

- **New Zealand Educational Copying Service** - This covers the copying from television of titles by educational establishments (Section 48 of the New Zealand Copyright Act).

In addition, members may choose to register for the following international collection services in territories including Europe and North America:

- **Private Copying** of transmissions or recordings of titles;
- **Retransmission** of free-to-air transmissions of titles;
- **Other Copying** of transmissions of titles including educational copying.

### 3. Title Registration - Form D

Form D is a Title Registration form. You will need to complete a Form D for each title you wish to register with Screenrights.

Form D requires you to provide Screenrights with detailed information about particular programs – this information is necessary to allow Screenrights to register your titles and distribute royalty payments to you as soon as they become available.

Please note that you only need to vary the Rights and Services information section of this Form if the information provided on the general warranty (Form C) does not apply to the particular title you are registering.

### 4. Season & Episode Registration - Form E

Where you register a title (using a Form D) which consists of a number of seasons or episodes, Screenrights requires the additional information set out in Form E. You can either use the Form E to provide the information, or supply it in an alternative format.

## ► FREQUENTLY ASKED QUESTIONS

### **What is the difference between Australian Statutory and International Voluntary Services?**

The Statutory Services are created by the Australian Copyright Act. The legislation gives Screenrights the right to grant copyright licences and collect royalties on your behalf without the need to appoint Screenrights as your agent. However, you are required by law to become a member of Screenrights before the society can pay these royalties to you. You should also be aware that you remain entitled under the legislation to enter into direct licensing arrangements with educational institutions.

Under the International Voluntary Services you may choose whether to appoint Screenrights as your non-exclusive agent. Under this agency, Screenrights is authorised to grant copyright licences to, and to collect royalties from, third parties. The agreement between Screenrights and a copyright owner is regulated by the terms set out in the Membership Agreement, the associated Warranty and Title Registration Forms and Screenrights' Articles of Association.

### **Do I have to participate in all Services?**

No. The extent of your participation is up to you. You should be aware that in some cases you may not have sufficient rights to participate in all Services.

You may vary your participation, provided that you give Screenrights at least one month's notice to implement the change.

### **If I participate, can I continue to deal with my titles?**

Yes. You may continue to exploit your rights in the registered titles in traditional markets. However, you must inform Screenrights in writing of any dealings which are inconsistent with the rights that Screenrights is administering on your behalf.

### **Do I have to pay?**

No. Membership of Screenrights is free of charge.

### **How does Screenrights fund itself?**

Screenrights is a private, non-profit organisation.

Screenrights deducts only its administrative expenses from any moneys received in operating the Services.

### **What if I have further questions?**

You should contact Screenrights' Member Services department at [memberservices@screenrights.org](mailto:memberservices@screenrights.org) or by using the contact details listed below.

## ► CONTACTING SCREENRIGHTS

Level 3, 156 Military Road,  
Neutral Bay NSW Australia

Post Office Box 1248,  
Neutral Bay NSW 2089 Australia

Telephone: +61 2 9904 0133  
Facsimile: +61 2 9904 0498  
[info@screenrights.org](mailto:info@screenrights.org)  
[www.screenrights.org](http://www.screenrights.org)

Screenrights is the trading name of the  
Audio-Visual Copyright Society Limited  
ABN 76 003 912 310

#### **New Zealand**

Freephone: 0800 44 2348  
Freefax: 0800 44 7006

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](http://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](mailto:info@screenrights.org) • [www.screenrights.org](http://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.

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

(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 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

Please tick and provide % -  Script :  % OR  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

OR indicate any from the following

Australian Statutory Services (as listed below)

Australian Educational Service

Copying

Communication

Australian Government Copying Service

Australian Retransmission Service

International Voluntary Services (as listed below)

New Zealand Educational Service

Copying

Communication

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 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 Service:** The right to copy and communicate the Works from a *communication work* and to license educational establishments to copy and communicate the Works from a *communication work* 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.screenrights.org](http://www.screenrights.org) or by contacting Screenrights' Member Services Department at [memberservices@screenrights.org](mailto: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

PO Box 1248, Neutral Bay NSW 2089 Australia • Ph: +61 2 9904 0133 • Fax: +61 2 9904 0498 • email: [info@screenrights.org](mailto:info@screenrights.org) • [www.screenrights.org](http://www.screenrights.org)

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

Please read and complete all relevant sections of both pages of this Form in CAPITAL LETTERS. Mark appropriate boxes with a tick .

**▶ INSTRUCTIONS**

Use this Form to :

- provide the information required to register your film or TV program with Screenrights;
- vary the information previously provided to Screenrights on the general Warranty (Form C) **FOR THIS TITLE ONLY.**

The information you provide on this Form, including any Variation of Warranty Details (indicated in Section 10 of this Form), is incorporated into, and forms part of, the warranties you provide to Screenrights in the Warranty (Form C).

**▶ 1. NAME OF MEMBER**

Please use full legal name

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

**▶ 2. TITLE DETAILS**

Please provide details

Original Title :

Language of Original Title :

Alternative Title(s) : (where applicable)

Language of Alternative Title(s) :

**▶ 3. REFERENCE CODES**

Please provide details

ISAN : (where applicable)

Your Reference Code : (where applicable)

**▶ 4. CATEGORY**

Please tick one -  Colour  B&W  Both

Please tick one -  Fiction  Non-Fiction  Animation

Please tick one -  Series  Feature Film  Telefilm  Short Film

If a Series ▶ Please complete Season and Episode Details (Form E).

**▶ 5. PRODUCTION DETAILS**

Please provide details

▶ Running Time (minutes)

▶ Country of Production

▶ Year of Production

▶ Original Language

▶ Year of Release

**▶ 6. PARTICIPANTS**

Please provide details

Director(s) :

Writer(s) :

Actor(s) : (Please provide 3 actors, where possible)

Production Company(s) :

**▶ 7. CLAIM DETAILS : DURATION**

Indicate the period for which you hold rights for this Title.

Please tick one and provide details if appropriate

▶ In Perpetuity

**OR** where the period is less than the full term of copyright

▶ From : / /     To : / /

D D M M Y Y Y Y D D M M Y Y Y Y

## ▶ 8. CLAIM DETAILS : COUNTRIES

Indicate the countries in which you hold the Relevant Rights for this Title.

Please tick and provide details where appropriate

▶ Australia

▶ New Zealand

▶ World - Excluding :

▶ OR Specify :

## ▶ 9. CLAIM DETAILS : LANGUAGE VERSIONS

Please tick and provide details where appropriate

▶ All - Excluding :

▶ OR Specify :

**NOTE regarding Sections 8 and 9 :** To make further exclusions, such as channel or more complicated country or language version exclusions, contact Screenrights or attach the relevant details to this Title Registration (Form D).

## ▶ 10. VARIATION OF WARRANTY DETAILS

**DO NOT COMPLETE THIS SECTION UNLESS YOU WISH TO VARY THE WORKS OR SERVICES INFORMATION PROVIDED ON YOUR WARRANTY (FORM C) FOR THIS INDIVIDUAL TITLE.**

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

Please tick and provide percentages

▶ Film :  % OR  No Claim

▶ Script :  % OR  No Claim

▶ Commissioned Sound Recordings :  % OR  No Claim

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

Please tick

▶ All Services

OR indicate any from the following

▶ Australian Statutory Services (as listed below)

▶ Australian Educational Service

▶ Copying

▶ Communication

▶ Australian Government Copying Service

▶ Australian Retransmission Service

▶ International Voluntary Services (as listed below)

▶ New Zealand Educational Service

▶ Copying

▶ Communication

▶ Private Copying

▶ International Retransmissions

▶ Other Copying of Transmissions

## ▶ 11. DEFINITIONS

Any terms used in this agreement which are defined in the Copyright Act 1968 (Cth) have their statutory meaning unless the context indicates otherwise. Film (cinematograph film), Script (literary or dramatic works), Commissioned Sound Recordings and Relevant Rights are defined on the Warranty (Form C) that you have completed.

## ▶ 12. 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.screenrights.org](http://www.screenrights.org) or by contacting Screenrights' Member Services Department at [memberservices@screenrights.org](mailto:memberservices@screenrights.org) or on **+61 2 9904 0133**.

## ▶ 13. 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)

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## ▶ SCREENRIGHTS DETAILS

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Please read and complete all relevant sections of both pages of this Form in CAPITAL LETTERS.

Mark appropriate boxes with a tick .

## ▶ INSTRUCTIONS

Use this form to provide season and episode details where you have registered a series using a Title Registration (Form D). This form is incorporated into and forms part of the Title Registration (Form D) and the Warranty (Form C).

This information can be supplied in a different format, or attached as a list to the Title Registration (Form D) provided all the information required below is present.

## ▶ 1. NAME OF MEMBER

Please use full legal name

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

## ▶ 2. TITLE OF SERIES

Original Title of Series :

## ▶ 3. SEASON DETAILS

Please provide details

Season Number

Number of Episodes in Season

Year of Production

Year of Release

Episode Running Time

Total Running Time (minutes)

Director(s) :

Writer(s) :

Actor(s) : (please provide 3 actors, where possible)

Do the Episodes in this Season have individual titles? – Yes  No

If "Yes": please provide the Title of each Episode.

If "No": you do not need to complete the Episode Title field for each episode below.

Are the Directors, Writers and Actors the same for all episodes of this Season? – Yes  No

If "Yes": you do not need to complete the Directors, Writers and Actors fields for each Episode below.

If "No": please provide the Directors, Writers and Actors for each Episode.

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## ▶ 4. EPISODE DETAILS

Please provide details

Episode Title :



Episode Number

Episode Running Time (in minutes)

Director(s) :

Writer(s) :

Actor(s) :

(Please provide 3 actors, where possible)

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Episode Title :

▶ Episode Number       ▶ Episode Running Time (in minutes)

Director(s) :

Writer(s) :

Actor(s) :

*(Please provide 3 actors, where possible)*

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---

Episode Title :

▶ Episode Number       ▶ Episode Running Time (in minutes)

Director(s) :

Writer(s) :

Actor(s) :

*(Please provide 3 actors, where possible)*

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---

Episode Title :

▶ Episode Number       ▶ Episode Running Time (in minutes)

Director(s) :

Writer(s) :

Actor(s) :

*(Please provide 3 actors, where possible)*

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---

Episode Title :

▶ Episode Number       ▶ Episode Running Time (in minutes)

Director(s) :

Writer(s) :

Actor(s) :

*(Please provide 3 actors, where possible)*

OFFICE USE ONLY:

---

Episode Title :

▶ Episode Number       ▶ Episode Running Time (in minutes)

Director(s) :

Writer(s) :

Actor(s) :

*(Please provide 3 actors, where possible)*

OFFICE USE ONLY:

---

Episode Title :

▶ Episode Number       ▶ Episode Running Time (in minutes)

Director(s) :

Writer(s) :

Actor(s) :

*(Please provide 3 actors, where possible)*

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---

Episode Title :

▶ Episode Number       ▶ Episode Running Time (in minutes)

Director(s) :

Writer(s) :

Actor(s) :

*(Please provide 3 actors, where possible)*

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## ▶ 1. NAME OF MEMBER

Name of Member

## ▶ 2. YOUR BANK ACCOUNT DETAILS

Name of Bank or  
Financial InstitutionAddress of Bank or  
Financial Institution  
Branch

Number / Street

Town / City / State / Postcode

Country

SWIFT Bank  
Identifier Code (BIC)\* -  -  - 

(8-11 alphanumerical characters)

International Bank  
Account Number  
(IBAN)\*

(up to 34 alphanumerical characters)

BSB / NZ Bank Code†

 - Name of  
Account Holder

Account Number

 -  - 

\* Members outside of Australia and New Zealand only

† Australian and New Zealand members only

## ▶ 3. AUTHORISED SIGNATORY OF MEMBER

Signed

Position

(print position of authorised signatory)

Name

(print name of authorised signatory)

Date

 /  /    

D D / M M / Y Y Y Y

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