

PERFORMER REGISTRATION FORM



Members of BECS are Performers who mandate BECS as a Collective Management Organisation with the exclusive right to:

- register and authorise the registration of their performances with collective rights societies and rights collection agencies worldwide (or for specified territories);
- administer, collect and distribute **Performers' Remuneration**;
- act on behalf of Members as set out in the Articles of Association of BECS for the benefit of the performer; and
- exercise and enforce the rights mandated to BECS.

The Articles of Association of BECS define its Constitution and set out the objects and functions of BECS and performers accept the application of the objects and functions upon becoming a Member. These are agreed by BECS' Members and are published on our website (www.becs.org.uk).

Members assign to BECS (with full title guarantee) the Mandated Rights whilst they remain in membership and accept a liability of £ 1 if BECS is dissolved. Please see guidance notes attached.

Data Protection Statement

BECS takes the privacy of its Members very seriously. Personal data is held securely and is only accessible to authorised personnel. BECS will contact you wherever necessary in the legitimate fulfilment of our obligations to you as a member e.g. to resolve queries regarding your work, to provide payment information, etc. BECS' Privacy Policy (available on our website: www.becs.org.uk) sets out the way personal data may be held and used in providing our services, and may be updated from time to time.

I have read the Guidance Notes concerning membership of BECS and confirm that I meet the Membership Criteria for BECS and provide the following information for my application

| | |
|---|---------------------------------------|
| Name | Date of Birth |
| Professional Name <small>(if different to legal name)</small> | |
| Member number | Nationality |
| Residential Address | Post Code |
| Email | Tel No |
| Mandated Region <input type="checkbox"/> Worldwide | Specific territories excluded: |

Payment Instructions

BECS will pay any performers' remuneration or money that is not linked to contracted terms (a) to you directly, **or** (b) to your agent/representative, **or** (c) into your Equity Pension Scheme.

Please indicate how you wish to be paid by ticking the appropriate box below:

Direct to me or **To my agent/representative** or **Into my Equity Pension Fund**
My EPS Number is P5 _____ A

For Direct Payment / Payment to agent / representative, please provide Payee Details:

| |
|--------------------|
| Payee Name |
| Account No. |
| Sort Code |

MEMBERSHIP AGREEMENT

This Agreement is made between the Applicant (the Performer) and BECS and will apply to the grant of Mandated Rights to BECS from the date of this Agreement until such time as the Performer's membership of BECS ends as specified by the Constitution of BECS (The Term).

Mandated Rights shall mean the rights provided by the Constitution.

In consideration of BECS agreeing to provide its services under the Constitution, the Performer agrees that BECS may exercise and enforce the Mandated Rights as provided by the Constitution during the Term. To support such exercise of rights the Performer assigns with full title guarantee to BECS the exclusive right to:

- register and authorise the registration of performances given by the Performer which are relevant for the generation of, or entitlement to Performers' Remuneration with Collective Management Organisations and other collective rights societies or agencies, and
- collect and distribute Performers' Remuneration for the benefit of the Performer, and
- exercise and enforce such rights during the Term and throughout the Territory noted in the Guide for Members.

Performers' Remuneration has the meaning set out in the Articles of Association of BECS including:

- any income from exercise of rental or lending right; or
- claims for equitable remuneration or payments for settlement of any entitlement of remuneration; or
- participation in any private copying levy or other arrangement of a similar nature; or
- relating to remuneration arising or payable to Performers through a Collective Management Organisation (CMO) or other Collecting Society whether as a requirement under statute or other licensing requirements dictating the collective nature or entitlement to remuneration to be allocated and paid in respect of the Performances; or
- remuneration from any other agreed right of Performers where any right to collect remuneration is of a similar statutory collective nature and for which Members of BECS agree that such remuneration should fall to be collected by BECS and be paid to BECS (either under representation agreements entered into between BECS and other CMOs or under licences issued by or on behalf of BECS). The Supervisory Committee (recognised in the Articles of Association) may oversee this process for the Members.

The Performer agrees that, secondary to acting as a CMO, BECS may provide services in the capacity of a distribution agent to third parties in accordance with the Constitution. Such services may provide for and support the collection of monies and subsequent processing and payment to nominated payees in accordance with the instructions of principals who appoint BECS to act as appointed distribution agent ('contracted terms').

The Performer consents to BECS processing Personal Data supplied by the Performer or the agent/representative of the Performer for the purposes of exercise of the Mandated Rights and agrees to BECS communicating with the Performer as provided by the Constitution.

This Agreement shall be construed and interpreted in accordance with the laws of England and Wales, the courts of which shall have sole and exclusive jurisdiction to determine any disputes which may arise out of or in relation to its terms.

EXECUTED AS A DEED

SIGNED (Performer)

Witness Signature

In the presence of

Witness Name
Witness Address

DATE

Data Protection Agreement

I would also like to be contacted by BECS directly for other ancillary services provided to members
e.g. training courses offered to members

Please complete and return this form to our Freepost address (no stamp required):

FREEPOST BECS LTD.
British Equity Collecting Society, London EC1N 8RU

Further Information

BECS' website at www.becs.org.uk provides further information about our work and membership.
BECS can also be contacted at **Plouviez House, 19-20 Hatton Place, London EC1N 8RU**
T 020 3946 7800 **E** info@becs.org.uk **Company Number:** 03547531

GUIDE FOR MEMBERS

WHAT IS BECS?

BECS stands for British Equity Collecting Society Limited. BECS is the only UK based Collective Management Organisation (CMO) representing the rights of audio-visual performers. Its primary role is to collect, administer and distribute remuneration due to performers under statute, or paid to BECS on a collective basis for the benefit of performers.

BECS enforces the statutory rights of performers in the UK and collects revenues arising as a result of application of the statutory rights and other collective rights from within the UK and overseas.

WHY SHOULD I JOIN BECS?

Some statutory rights are only able to be asserted on a collective basis through a CMO. Individual members may therefore find it impossible (or difficult) to directly access monies arising from these statutory rights, especially from overseas. By acting on behalf of a large group of performers, BECS is able to enter into agreements which ensure that monies which might otherwise not be identified as due are collected and paid out to performers. The more performers join BECS, the more it will strengthen BECS' position to get the best collections for UK performers and keep costs down through administrative savings.

HOW DO I QUALIFY FOR MEMBERSHIP?

Members need to be either:

- a Performer where at least one of their performances has been, or is reasonably expected to be, broadcast or recorded and fixed for subsequent visual or audio-visual use, or
- a Performer Heir of such a Performer as defined in the BECS Constitution.

WHY DO I HAVE TO SIGN A MEMBERSHIP AGREEMENT TO BECOME A MEMBER OF BECS?

The statutory rights of a performer belong to the individual performer and the benefit of the rights of a deceased performer can be represented by a performer heir. Therefore individual performers (and not any agent on their behalf) need to authorise BECS to exercise the "Mandated Rights" described in the Membership Agreement and the BECS Constitution.

Membership of BECS ends on the death of a Performer, but the heir (Performer Heir) of the individual can become a member to receive payments arising after death. Supporting documents will be required from the performer's estate representatives.

DO I HAVE TO PAY TO JOIN BECS?

No. There are no membership fees payable. The Board of BECS and the Supervisory Committee determine the administration fees charged by BECS which are intended to cover BECS' collection and distribution costs. Where commission rates are charged they are clearly specified on distribution statements.

CAN I JOIN MORE THAN ONE SOCIETY?

Different collecting societies administer different rights. If you are already a member of a foreign collecting society you can still apply for BECS' membership and assign rights to BECS that have not already been mandated to another CMO, either relating to the type of right (e.g. audio visual vs audio) or the region it relates to.

Please note it is important that you do not mandate the same rights to more than one CMO. Mandate conflicts will arise where you have signed a worldwide or regional mandate for the same rights with multiple CMOs. This could result in monies being held up at the originating society.

WHAT HAPPENS IF I WISH TO LEAVE BECS?

Members grant the Mandated Rights to BECS only whilst they remain in membership. 6 months' notice of withdrawal is usually required but a shorter period may be agreed. The rights mandated to BECS will revert to the Performer/Performer Heir upon expiry of membership as set out in the Articles.

WHERE DO THE MANDATED RIGHTS APPLY?

BECS' Members usually mandate Worldwide Rights to BECS. Should you wish to, you can limit the mandate region to specific countries only. This needs to be specified when the Membership Agreement is signed.

COLLECTING SOCIETIES

The companies and rights organisations from which BECS can source collective remuneration include rights societies and collection agencies and bodies known as Collective Management Organisations (CMOs) and Independent Management Entities. The Articles of Association and Constitution of BECS (available on the BECS website: www.becs.org.uk) define how BECS can work with these organisations.

Changes to the Articles of Association and Constitution are only made by the Supervisory Committee and are approved by the Members of BECS as a whole in general meetings.

HOW WILL BECS COMMUNICATE WITH ME?

BECS will communicate with Members by email, post or the telephone regarding

- (a) any matter connected to the Mandated Rights,
- (b) all matters relating to membership or the termination thereof, and
- (c) any payments to be made in respect of Performers' Remuneration whether during the time that a Performer remains in membership or after this.

Members are asked to specifically opt in if they would like to hear from BECS (by email, phone or post) regarding additional ancillary services that are offered from time to time e.g. training courses.

DATA PROTECTION

Please note the Data Protection Statement within the Performer Registration Form.

In signing the Membership Agreement you will consent to BECS processing your "Personal Data" for the purposes of exercising the Mandated Rights and for BECS to communicate with you as provided by the BECS Constitution. This will include BECS processing

Personal Data relevant to you and/or transferring it outside the European Economic Area and/or disclosing it to third parties for (a) the registration of Performances with Collecting Societies and the collection, administration and distribution of Performers' Remuneration;

(b) the administration and maintenance of BECS' records and for compliance with legal and regulatory obligations; and

(c) any other action that in BECS' reasonable opinion is necessary for the legitimate interests of BECS as a Collective Management and for the provision of services in accordance with BECS' Constitution.

"Personal Data" means information about you and relevant performances which is treated as personal data under Applicable Data Protection Law from time to time. Applicable Data Protection law means data protection laws applicable within the UK and in the European Union (including the General Data Protection Regulation 2016/679) and/or other applicable law or regulation as may be amended from time to time.

FURTHER INFORMATION

BECS' website at www.becs.org.uk provides further information about our work and membership.

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Tel: 020 3946 7800

Email: info@becs.org.uk