

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 Heir or the Performer represented by the Performer Heir for the purposes of the exercise of Mandated Rights and Contracted Terms and agrees to BECS communicating with the Performer as provided by the Constitution.

Expressions in this Agreement shall apply as defined by this Agreement and subject thereto by reference to 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)

Full Name of Performer

IN THE PRESENCE OF

Witness Signature

Witness Name

Witness Address _____
_____ Postcode _____

Date

Please complete and return this form along with a copy of your photo ID to our Freepost address (no stamp required): **FREEPOST BECS LTD** or email it to **info@becs.org.uk**

Further Information

British Equity Collecting Society Limited,
Company Number 3547531

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

BECS can be contacted at:

22 Tudor Street, London EC4Y 0AY

t 020 3946 7800 e info@becs.org.uk

BECS

Please complete and sign both this form and the Membership Agreement (pages 2 & 4) if you are a Performer and wish to become a Member of BECS. A Photo ID must be provided along with the completed form.

BECS is a Collective Management Organisation established to represent Members and Performers and Performer Heirs by exercising and enforcing rights mandated to it by Members of BECS and otherwise ("Mandated Rights") – please see, further, the Membership Agreement. The Mandated Rights are exercised either directly by BECS or through Representation Agreements entered into by BECS with other collecting societies around the world.

BECS' primary purpose is to ensure that, wherever equitable remuneration or fair compensation or other payments for use of rights of performers can only be made under law, or in practice, through a collecting society, Members of BECS authorise BECS to represent them and manage or exercise those rights accordingly. This enables Members to secure payments for their performances from these sources from BECS and other collecting societies with which BECS puts in place Representation Agreements.

BECS' Constitution includes all the rules by which Members authorise BECS to operate. Changes to the Constitution have to be approved by Members in general meeting. The Constitution makes provision for all the activities which BECS may undertake for the benefit of Members, Performers and their heirs.

The Articles of Association of BECS and other rules and policies (including the BECS' Membership Agreement) which make up the Constitution are published on the BECS' website **www.becs.org.uk**

Members are required to sign the BECS' Membership Agreement and assign to BECS (with full title guarantee) Mandated Rights whilst they remain in membership. They also accept a liability of £1 if BECS is dissolved whilst their membership is current.

Guidance Notes including how you may qualify for Membership are 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.
- ☐ I have provided proof of ID (passport or photo driving licence)
- ☐ I confirm that I meet the Membership Criteria for BECS and provide the following information for my application:-

Professional Name (if different to legal name)	Date of Birth
Full Legal Name (as per passport)	
Nationality	Tax Residency
Residential Address _____ _____ Postcode _____	
Email	Phone No.
Mandated Region <input type="checkbox"/> Worldwide <input type="checkbox"/> Specific territories excluded (list if any) _____	

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 ☐ To my agent/representative
- ☐ Into my Equity Pension Fund. My EPS Number is P5_____ A

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

Payee Name (exact name per bank account)	
Bank Name	
Account No	Sort Code

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BRITISH EQUITY COLLECTING SOCIETY

For British Equity Collecting Society Limited – Company Number: 3547531 (BECS)

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").

The Constitution of BECS is approved by the Members of BECS and is defined in the Articles of Association of the company published at www.becs.org.uk.

In consideration of BECS agreeing to provide its services under the Constitution, the Performer agrees that BECS may exercise and enforce Mandated Rights as provided by the Constitution during the Term.

Mandated Rights mean

the right to represent, assert or withhold, exercise, manage and enforce the rights of Members and Performers and Performer Heirs in relation to performances which have been recorded or copied, or broadcast and recorded, or copied from any electronic transmission in any circumstances where, under application of national laws anywhere in the world, the rights of the Performer may not be assigned, exercised or asserted, in law or for practical purposes, except through a Collective Management Organisation (CMO) or through the services of a collecting society; together with authorisation from BECS' Members and otherwise for BECS to act for and on behalf of its Members and Performers and Performer Heirs to the full extent provided by the Constitution of BECS (including but not limited to any rights of Members and Performers and Performer Heirs in relation to the use of performances for the purpose of training, developing or offering to the public any artificial intelligence system, tool, application or similar technology, save that nothing in the foregoing shall preclude a Member, Performer or Performer Heir from entering into an agreement permitting a producer of an audiovisual production to use artificial intelligence technology in connection with the production of the audiovisual production to which the agreement relates (including any prequels, sequels or spin-offs as may be agreed).

To support the exercise of Mandated Rights the Performer assigns with full title guarantee to BECS the exclusive right during the Term to:

- register and authorise the registration of performances given by the Performer ("works") which are either in recorded form at the start of the Term or are given and recorded at any time during the Term with CMOs and other collective rights societies or agencies, and
- enter into Representation Agreements for representation of works, and
- collect and distribute Performers' Remuneration relevant to works for the benefit of the Performer, and
- manage, assert or withhold, exercise and enforce Mandated Rights during the Term and throughout the Territory specified by the Performer, including (i) by the exercise of the rights conferred on rightsholders pursuant to the implementation in EU member states of Article 4 DSM Directive [2019/790] or any rights of a similar nature and (ii) by assigning any relevant rights to producers in circumstances where a performer's right to equitable remuneration or similar payment relating to the training, developing or offering to the public of any artificial intelligence system, tool, application or similar technology is subject to such rights being transferred to a producer.

Performers' Remuneration has the meaning provided for 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 payment provisions or other arrangement of a similar nature for collective assertion of rights in performances; or
- remuneration arising or payable to Members, Performers and Performer Heirs through a 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 (including, but not limited to, any right to equitable remuneration or similar payment relating to the training, developing or offering to the public of any artificial intelligence system, tool, application or similar technology); or
- remuneration from any other agreed right of Performers where any right to collect remuneration is of a similar collective nature and for which Members of BECS agree that such remuneration should fall to be collected by BECS under the Constitution.

The Supervisory Committee (recognised in the Constitution) may oversee this process for the Members.

MEMBERSHIP AGREEMENT