

SCREEN CRAFT RIGHTS SUCCESSOR MEMBERSHIP AGREEMENT



WHEREAS

1. **SCREEN CRAFT RIGHTS MEMBER: [Insert Name]**
 ("Late Member") is deceased as of: [Insert Date of Decease]
2. **It is therefore necessary to transfer the membership interest of the Late Member to a party in such a way as to ensure entitlement to the monies attributable to the estate of the Late Member ("Estate") can flow to the Estate's beneficiaries.**
3. **In line with the custom and practice of collective management organisations, the undersigned has been nominated by all the beneficiaries of the Estate to become a Successor Member of SCREEN CRAFT RIGHTS in order that such Successor Member shall be the sole representative on behalf of the beneficiaries of the Estate in matters pertaining to the activities of SCREEN CRAFT RIGHTS and revenues arising therefrom.**
4. **The undersigned hereby wishes to conclude this Successor Membership agreement with SCREEN CRAFT RIGHTS in order to receive royalties in accordance with the terms below.**

It is now hereby agreed that upon signature hereof:

1. APPOINTMENT OF SCREEN CRAFT RIGHTS

- 1.1 The Successor Member hereby appoints SCREEN CRAFT RIGHTS to act as the Successor Member's sole and exclusive agent in the Territory to manage and administer the Rights in the Works and in particular SCREEN CRAFT RIGHTS shall have the following sole and exclusive powers in its capacity as agent:-
- 1.1.1 to collect administer and distribute and give a good receipt for monies arising in relation to the Rights.
 - 1.1.2 to negotiate and conclude agreements with collecting societies operating outside the United Kingdom and ensure that such societies comply with the terms and conditions of agreements concluded between them and SCREEN CRAFT RIGHTS.
 - 1.1.3 to institute and operate a Code of Practice relating to the operation of SCREEN CRAFT RIGHTS to further the collection and distribution of monies arising from the Rights in the Works.
- 1.2 If in any country of the Territory rights are introduced by statute or in response (in the case of the European Union) to Directive or any major new Licensing Scheme arises which vest in the Successor Member new or extended Rights in the Works this agency authorisation shall automatically extend to such rights extension.
- 1.3 This Agreement supersedes all previous agreement concluded between the Late Member and SCREEN CRAFT RIGHTS save to the extent to which Works and the contact and banking details in the Form of Authority have already been provided to SCREEN CRAFT RIGHTS.
- 1.4 I accept that as a Successor Member of SCREEN CRAFT RIGHTS any liability in respect of the company over and above my contribution to commission charges levied by SCREEN CRAFT RIGHTS in analysing and distributing revenues is a maximum of £1.00 (one pound).

2. TERRITORY

- 2.1 Notwithstanding that Successor Members' right to remuneration for the exercise of Rights in the Works is currently limited to monies generated in certain countries in the European Union this appointment of SCREEN CRAFT RIGHTS shall give effect to Clause 1.2 herein be for the World.

3. DISTRIBUTION AND REMUNERATION

- 3.1 SCREEN CRAFT RIGHTS shall remit to the Successor Member such fees and other monies as have been processed and computed due to the Estate provided that the aggregate of such sums is not below the minimum payment amount as set out in the Rules of Distribution ("Minimum Distribution").
- 3.2 SCREEN CRAFT RIGHTS shall be entitled to commission on all monies and other sums the rate of such commission to be calculated in accordance with the Rules of Distribution.

4. SCREEN CRAFT RIGHTS UNDERTAKINGS

- 4.1 SCREEN CRAFT RIGHTS undertakes to use its reasonable commercial endeavours to collect the sums arising from the exercise of Rights in the Works and shall act in what the Board reasonably considers to be the best collective interest of all the Members of SCREEN CRAFT RIGHTS.
- 4.2 SCREEN CRAFT RIGHTS undertakes not to discriminate between Members by giving preferential treatment to one Member against another Member.
- 4.3 SCREEN CRAFT RIGHTS will not without the consent of the Successor Member unless directed by any court or governmental authority disclose to any other party except to its professional advisers details of sums paid or payable to the Successor Member or any document supplied to it by the Successor Member.

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5. SUCCESSOR MEMBER'S WARRANTIES AND UNDERTAKINGS

5.1 The Successor Member hereby warrants to SCREEN CRAFT RIGHTS that they have full power and authority to enter into this Agreement and hereby undertakes to SCREEN CRAFT RIGHTS:

5.1.1 on request to supply SCREEN CRAFT RIGHTS with copies of any document the Successor Member possesses relating to the Estate or the ownership control or administration of the Rights in the Works or the licensing of such Rights in the furtherance of the operation of this Agreement and/or to aid the resolution of a dispute as to a Successor Member's entitlement to revenues.

5.1.2. to refrain from doing anything likely to limit or prejudice the success of SCREEN CRAFT RIGHTS in protecting and furthering the common interest of all Members of SCREEN CRAFT RIGHTS.

5.2 The Successor Member hereby agrees to indemnify SCREEN CRAFT RIGHTS against claims or demands made against SCREEN CRAFT RIGHTS and costs of same (including reasonable legal costs on an indemnity basis) which SCREEN CRAFT RIGHTS may incur as a result of the breach of any warranties or undertakings made by the Successor Member in this Agreement.

5.3 The Successor Member hereby undertakes to share all and any monies paid under this membership agreement with all other beneficiaries of the Estate in accordance with the testamentary disposition of the Late Member or such other documents as shall have served to identify the beneficiaries of the Estate and the respective shares of said Estate named therein as allocable to all the entitled beneficiaries.

5.4 The Successor Member hereby acknowledges that they are the only party to whom the other beneficiaries shall look to for their respective shares of the monies distributed by SCREEN CRAFT RIGHTS in accordance with the obligations outlined in 5.3 above and with the information provided to SCREEN CRAFT RIGHTS in the Form of Authority and as signed by all beneficiaries entitled to a share of said Estate as to their consent to the appointment of the Successor Member.

5.5 The Successor Member hereby indemnifies SCREEN CRAFT RIGHTS against all and any claims of any nature whatsoever that may be made by other beneficiaries of the Estate against SCREEN CRAFT RIGHTS in respect of monies payable to said Successor Member in relation to the entitlement of the Estate.

6. DISPUTES

6.1 In the case of any dispute between the Successor Member and any other Member of SCREEN CRAFT RIGHTS relating to any Work SCREEN CRAFT RIGHTS will endeavour to maintain impartiality and administer any dispute in accordance with the Rules of Distribution.

7. DURATION

7.1 This Agreement shall continue for a period of one year from the Date of Commencement and thereafter unless determined by either party upon such party giving written notice at least three months but no later than six months before SCREEN CRAFT RIGHTS' financial year end of 31st March. This notice of termination shall be deemed to take effect three months from the date of SCREEN CRAFT RIGHTS' said financial year end.

7.2 The Directors may terminate the membership of any Successor Member, provided that the Successor Member concerned shall have a right to be heard before any final decision is made. This process shall be conducted in accordance with Screen Craft Rights' Code of Practice.

7.3 Upon the expiry of any period of notice referred to herein SCREEN CRAFT RIGHTS shall retain the right to collect all fees and other monies which in the ordinary course of business should have been paid prior to the expiry of such notice.

7.4 Successor Membership is not transferable save as to the extent provided in 7.5.

7.5 When a Successor Member dies or is no longer able to continue as a Successor Member, SCREEN CRAFT RIGHTS allows their successor membership to be passed on to another single Successor Member, who shall represent the interests of the deceased original Member's estate and all their beneficiaries and so on and which process shall inure until the expiration of copyright protection as it applies to the rights subsisting in the works of the original author member.

7.6 Either party shall have the right to terminate this Agreement if the other party ceases trading or (if a company) enters into liquidation (other than voluntary liquidation for the purposes of amalgamation or reorganisation) or (if an individual) is made bankrupt.

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8. DEFINITIONS

8.1 In this Agreement the following words and phrases shall bear the following meanings:

"This Agreement" means this agreement between SCREEN CRAFT RIGHTS and the relevant Successor Member.

"Board" means the Board of Directors of SCREEN CRAFT RIGHTS as constituted from time to time.

"Code of Practice" means any code or set of rules or guidelines issued by SCREEN CRAFT RIGHTS relating to the operation of SCREEN CRAFT RIGHTS on behalf of the Members which shall include the Successor Member.

"Date of Commencement" means the date notified by SCREEN CRAFT RIGHTS to the Successor Member as being the date with effect from which this Agreement commences.

"EU" means the countries which from time to time make up the European Union.

"Successor Member" means a person whose application to become a Successor Member has been accepted by SCREEN CRAFT RIGHTS.

"Rights" means rights in respect of the exploitation howsoever communicated or made available to the public and shall expressly include rental, lending, adaptation, online and/or multi-media and interactive use of the Works of Members.

"Territory" means the World.

"Work(s)" means the product of the services of a cinematographer, editor, production designer and/or costume designer which are included in audio-visual works which when exploited attract for those products an entitlement to remuneration under the rules of the collecting societies remitting revenues to SCREEN CRAFT RIGHTS and shall include any Works created prior to the commencement date of this Agreement.

8.2 Reference to the singular includes a reference to the plural and vice versa.

8.3 Reference to any gender includes a reference to all other genders.

8.4 Words importing persons shall include firms corporations and unincorporated associations.

9. MISCELLANEOUS

9.1 Whilst acting under this Agreement SCREEN CRAFT RIGHTS must have regard to what the Board considers to be the general interest of its Members and in the event of conflict the general interest of the Members of SCREEN CRAFT RIGHTS shall be paramount over the specific interest of the Successor Member.

9.2 Notwithstanding clause 9.3 below the terms and conditions of this Agreement shall at all times be subject to the provisions of the Treaty of Rome and all extensions and regulations made thereunder and the decisions of the European Commission and the European Court of Justice.

9.3 This Agreement shall be construed according to the Laws of England and the parties hereto agree to submit to the jurisdiction of the High Court of Justice in England and Wales.

9.4 SCREEN CRAFT RIGHTS operates subject to the provisions of the UK Data Protection Act 2018 in respect of the protection of Members' personal data. In this instance, your personal data is the information SCREEN CRAFT RIGHTS has about you in order for us to claim royalties arising from the applicable works. Your signature hereto serves as your consent for SCREEN CRAFT RIGHTS lawfully and fairly to control and process your personal data and to share it only with those third parties whose function is essential for the administration of the Estate's rights and entitlement to revenue as managed by the society under this Agreement.

Signed _____ Date _____
For and on behalf of SCREEN CRAFT RIGHTS

Agreed and Accepted:

Signed _____

Successor Member's Name (Please Print): _____ Date _____