

SOUTH AFRICAN SCREEN PERFORMERS RIGHTS ORGANISATION



PERSONAL DETAILS

(MR/MRS/MS/MX) SURNAME	<input type="text"/>		
FULL NAME	<input type="text"/>		
PROFESSIONAL NAME	<input type="text"/>		
RESIDENTIAL ADDRESS	<input type="text"/>	CODE	<input type="text"/>
POSTAL ADDRESS	<input type="text"/>	CODE	<input type="text"/>
TEL (H)	<input type="text"/>	MOBILE	<input type="text"/>
EMAIL	<input type="text"/>	DoB	<input type="text"/>
NATIONALITY	<input type="text"/>	ID #	<input type="text"/>

BANKING

BANK	<input type="text"/>	ACC #	<input type="text"/>
BRANCH	<input type="text"/>	CODE	<input type="text"/>

NEXT OF KIN

(MR/MRS/MS/MX) SURNAME	<input type="text"/>	NAME	<input type="text"/>
RESIDENTIAL ADDRESS	<input type="text"/>	CODE	<input type="text"/>
EMAIL	<input type="text"/>	TEL	<input type="text"/>

The above information is required by SASPRO to process your application. SASPRO will process your Personal Information in accordance with applicable laws.

RECORDED AV PRODUCTIONS

PRODUCTION TITLE	DATE OF 1ST BROADCAST	CHARACTER NAME	MAIN OR SUPPORTING CAST
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Applicants must inform SASPRO in writing at info@saspro.org.za of the details of any new production in which they take part.

BY SIGNING THIS FORM, THE APPLICANT APPLIES FOR MEMBERSHIP OF SASPRO AND ACKNOWLEDGES THAT, IF THE APPLICATION IS ACCEPTED, THE APPLICANT WILL BE BOUND BY THE PROVISIONS CONTAINED IN SASPRO'S MEMORANDUM OF INCORPORATION, AS AMENDED FROM TIME TO TIME, AND TO THE PROVISIONS AS SET OUT HERE BELOW. THE APPLICANT ALSO CONFIRMS HAVING READ THE APPLICATION FORM IN ITS ENTIRETY AND AGREEING TO THE CONTENT THEREOF. KINDLY INITIAL EACH PAGE WHERE INDICATED. IF YOUR APPLICATION IS APPROVED, SASPRO WILL CONFIRM ACCEPTANCE BY EMAIL. IF SASPRO IS UNABLE TO PROCESS YOUR APPLICATION, BECAUSE e.g. YOU DO NOT MEET MEMBERSHIP CRITERIA, SASPRO WILL ADVISE YOU ACCORDINGLY.

SIGNATURE

AUTHORISED SIGNATORY
(If applicant is a minor)

DATE

DATE

Please initial pages 2 and 3 before emailing

RELATIONSHIP TO THE APPLICANT

1. INTRODUCTION

- 1.1 SASPRO is a Collective Management Organisation (CMO) established to represent Actors who qualify as performers in terms of the Performers' Protection Act, 1967 (as amended from time to time), (as well as such Performers' Heirs), and who have had their performances recorded by Audio-Visual means for broadcast purposes.
- 1.2 SASPRO exercises and enforces rights mandated to it by its Members (referred to as "Mandated Rights"). The Mandated Rights are exercised either directly by SASPRO or through Representation Agreements entered into by SASPRO with other CMOs around the world.
- 1.3 Mandated Rights mean the exclusive right to represent, assert and enforce the rights of SASPRO Members and Performer Heirs in South Africa in relation to their recorded audiovisual performances, as well as to enter into agreements with CMOs in other countries for claiming the rights, remuneration and/or royalties collected by such CMOs on behalf of SASPRO Members and Performers Heirs for rights now vested or that will become vested in the Applicant during the continuance of the Applicant's membership of SASPRO.
- 1.4 SASPRO's primary purpose is to ensure that, wherever payments for use of recorded audio-visual performances of actors are payable for Mandated Rights, Members of SASPRO authorise SASPRO to represent them. SASPRO shall collect royalties for its members in the Republic of South Africa and outside the Republic of South Africa, in territories for which SASPRO has concluded agreements with foreign CMOs to that effect ("the Territory"). The Applicant authorises SASPRO, by way of this completed application form, to collect royalties due to the Applicant in connection with Mandated Rights.
- 1.5 Members are required to sign this SASPRO Membership Form, thereby mandating SASPRO to act on their behalf in respect of the Mandated Rights, whilst they remain SASPRO members.
- 1.6 This Agreement is made between the Applicant (the Performer) and SASPRO and will apply to the grant of Mandated Rights to SASPRO from the date SASPRO accepts the Applicant's application, until such time as the Applicant's membership of SASPRO terminates in accordance with Clause 10.
- 1.7 The Applicant agrees that SASPRO may exercise and enforce Mandated Rights during the Term of the Agreement
- 1.8 To support the exercise of Mandated Rights the Applicant hereby grants an exclusive mandate to SASPRO during the Term to
 - 1.8.1 notify and authorise the notification of recorded audio-visual performances given by the Applicant 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, repertoire users and other collective rights societies or agencies;
 - 1.8.2 enter into Representation Agreements for representation of recorded audio-visual performances in foreign territories;
 - 1.8.3 collect and distribute Performers' Remuneration relevant to recorded audio-visual performances for the benefit of SASPRO's members; and
 - 1.8.4 exercise and enforce Mandated Rights during the Term and throughout the Territory.
- 1.9 Performers' Remuneration includes
 - 1.9.1 any income from exercise of rental or lending right;
 - 1.9.2 claims for equitable remuneration or payments for settlement of any entitlement of remuneration;
 - 1.9.3 participation in any private copying levy or payment provisions or other arrangement of a similar nature for collective assertion of rights in performances;
 - 1.9.4 remuneration arising or payable to SASPRO Members and Performer Heirs through a CMO 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
 - 1.9.5 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 SASPRO agree, by means of a SASPRO Board resolution, that such remuneration should fall to be collected by SASPRO.

2. DEFINITIONS

Any reference to any term or concept referred to in the Performers' Protection Act, 1967, shall be construed as a reference to such term or concept and to the extent that such Legislation is amended from time to time, then these terms and conditions shall be amended, as far as legally possible, in order to capture the actual intention hereof.

3. MANDATE

- 3.1 The Applicant hereby grants an exclusive mandate to SASPRO to collect on its behalf all royalties in respect of all rights which are now vested or will become vested in the Applicant during the continuance of the Applicant's membership of SASPRO.

INITIALS: _____

- 3.2 SASPRO shall collect royalties for its members in the Republic of South Africa and outside of the Republic of South Africa, in territories for which SASPRO has concluded agreements with foreign collecting societies to that effect. The list of territories covered by this exclusive mandate may vary from time to time and will be communicated to members upon request.
- 3.3 The granting of the exclusive mandate shall come into full force and effect on the date of the written acceptance by SASPRO of Applicant's application for membership of SASPRO.
- 3.4 The Applicant agrees that SASPRO shall hold an exclusive mandate for purposes of empowering itself to exclusively exercise and enforce rights on behalf of and for the benefit of the Applicant during the term for which the exclusive mandate shall subsist, or during such time as the exclusive mandate remain vested in or controlled by SASPRO in accordance with the provisions of its Memorandum of Incorporation for the time being in force; provided that the exclusive mandate will remain in force if SASPRO is required to apply for accreditation as a CMO from CIPC or another regulatory body, in accordance with applicable legislation, and shall extend for the period of accreditation, every time SASPRO's accreditation is renewed.

4. PAYMENT OF ROYALTIES

Subject to the provisions of clause 3.3 hereof, SASPRO will from time to time pay to the Applicant such sums of money out of the monies collected by it in respect of the share of the royalties payable as a result of the usage of recorded performances by performers and only in respect of performances incorporated in audio-visual recordings of which SASPRO shall have been notified by the Applicant.

5. PRIVACY STATEMENT

As part of SASPRO's mandate to collect royalties on the Applicant's behalf, SASPRO will collect and hold the Applicant's Personal Information. SASPRO will process such Personal Information for the sole purpose of fulfilling its mandate and in line with the provisions of the Protection of Personal Information Act, 2013. By signing this application, the Applicant agrees to the making available of the Applicant's Personal Information for purposes of this exclusive mandate, and the use thereof by SASPRO.

6. PERSONAL INFORMATION OF CHILDREN

SASPRO may collect and hold Personal Information of children in instances where a member, an heir of a member, or the next of kin of a member, is under the age of 18. In this case, SASPRO will not process the Personal Information of children unless it has obtained consent from that person's parent or legal guardian.

7. WARRANTY

The Applicant hereby warrants that, at the date of this exclusive mandate, the Applicant is the owner of the rights granted to a performer under the Performers' Protection Act, 1967, free from any encumbrance, and that the Applicant has not assigned, ceded, transferred or made over the rights granted under the exclusive mandate to any other party for collective management or administration, and has full power to grant the exclusive mandate to SASPRO.

8. INDEMNITY

The Applicant hereby undertakes to keep SASPRO harmless and indemnified against all judgments, liability, damages, penalties, losses and expense (including legal fees) which SASPRO may suffer or incur in respect of any claims made upon or against it in respect of its exercise of the exclusive mandate granted in terms hereof.

9. UNDERTAKING

The Applicant further undertakes, as long as the Applicant remains a member of SASPRO, to do, execute and make all such acts, deeds, powers of attorney, assignments and assurances for better enabling SASPRO to enforce the exclusive mandate or any part thereof, as SASPRO may from time to time reasonably require.

10. TERM

The Applicant's membership of SASPRO and exclusive mandate to SASPRO will last indefinitely, unless terminated in writing to the other party on six months' notice, to take effect at the end of the next financial year.