



# sampra

South African Music Performance Rights Association

## MEMBER APPLICATION FORM: RECORD COMPANIES

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<b>Name of Applicant</b>	
<b>Trading Name</b>	
<b>Company Registration Number</b>	
<b>Date of Registration</b>	
<b>Tax Number</b>	
<b>VAT Number</b>	
<b>Business Address</b>	
<b>Postal Address</b>	
<b>Tel</b>	
<b>E-mail Address</b>	
<b>Website Address</b>	
<b>Nominated Contact Person</b>	
<b>Tel</b>	

**DIRECTORS' DETAILS****Name and Surname of Director/s****ID Number**


**BANKING DETAILS****Bank Name**

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**Account Number****Account Type**

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**Branch Name****Branch Code**

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**Applicant's Signature****Date**

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This information is required for SAMPRA to process your membership application. SAMPRA will process your Personal Information, Personal Information of your directors and contact persons, in accordance with applicable laws. Please refer to the Privacy Notice for Members on our website.

**BY SIGNING THIS APPLICATION FORM, THE APPLICANT APPLIES FOR MEMBERSHIP OF SAMPRA AND ACKNOWLEDGES THAT THE APPLICANT WILL BE BOUND BY SAMPRA'S MEMORANDUM OF INCORPORATION, RULES AND REGULATIONS AS AMENDED FROM TIME TO TIME, AND TO THE PROVISIONS AS SET OUT HERE BELOW:**

**1. INTRODUCTION**

- 1.1 In accordance with the provisions of Section 9 of the Copyright Act, 1978, the Applicant is entitled to receive a royalty in respect of the broadcasting, transmission in a diffusion service and communication to the public of a sound recording or sound recordings ("Public Playing Rights"), in respect of sound recordings in which the copyright vests in the Applicant.
- 1.2 SAMPRA has been accredited to administer Public Playing Rights as a collecting society established in terms of the Copyright Act, 1978, representing record companies and performers and acting on their behalf in the collection and distribution of royalties arising from Public Playing Rights.
- 1.3 The Applicant hereby applies for membership of SAMPRA and authorises SAMPRA, by way of this completed application form, to collect royalties due to the Applicant in connection with the Public Playing Rights.

**2. DEFINITIONS**

In this document the words and expressions following hereunder shall have the meanings respectively assigned to them, unless the context otherwise dictates. Any reference to any term or concept referred to in the Legislation, shall be construed as a reference to such term or concept as at 1 December 2016 and to the extent that such Legislation is changed at any time thereafter, then these terms and conditions shall be amended, as far as legally possible, in order to capture the actual intention hereof as it was formulated under the Legislation as at 1 December 2016:

- 2.1 **“Accreditation”** means accreditation as a collecting society for Public Playing Rights in terms of the Regulations.
- 2.2 **“Diffusion Service”** means a telecommunication service of transmissions consisting of sounds, images, signs or signals, which takes place over wires or other paths provided by material substance and is intended for reception by specific members of the public.
- 2.3 **“Legislation”** means collectively the Copyright Act, 1978 and the Performers Protection Act, 1967 and the Regulations.
- 2.4 **“Public Playing Rights”** shall bear the meaning ascribed to it in the Regulations.
- 2.5 **“Sound Recording”** means any fixation or storage of sounds, or data or signals representing sounds, capable of being reproduced, but does not include a soundtrack associated with a cinematograph film.
- 2.6 **“The Regulations”** means the Regulations on the Establishment of Collecting Societies in the Music Industry published on 1 June 2006 (Notice No.517, GG No.28894), as amended.
- 2.7 **“Usage of sound recording”** means the broadcasting, transmission in a diffusion service and/or the communication to the public thereof.

### 3. **MANDATE**

- 3.1 The Applicant hereby grants an exclusive mandate to SAMPRA to collect on its behalf all royalties in respect of all Public Playing Rights, or any part or interest therein (hereinafter referred to as the mandated right), which is now vested or will become vested in the Applicant during the continuance of the Applicant’s membership of SAMPRA.
- 3.2 SAMPRA shall collect royalties for the Applicant in South Africa only as part of its mandate. Should the Applicant wish to extend this mandate to cover territories outside of South Africa, the Applicant should contact SAMPRA.
- 3.3 The granting of the exclusive mandate shall come into full force and effect on the date of the Applicant’s signature of this document, unless the Applicant had received royalties from SAMPRA under its previous accreditation as a collecting society representing the members of RiSA, in which case the exclusive mandate will be deemed to have been given on 1 January 2008.

3.4 It is understood that SAMPRA shall hold the exclusive mandate for the purpose of empowering itself to exclusively exercise and enforce the same on the behalf of and for the benefit of the Applicant during the residue of the term for which the exclusive mandate shall subsist, or during such time as the exclusive mandate remain vested in or controlled by SAMPRA in accordance with the provisions of its Memorandum of Incorporation for the time being in force; provided that the exclusive mandate shall, in accordance with the Regulations, initially subsist for the Organisation's current term of accreditation or the remainder thereof, and be automatically renewed for further periods of five years when the Organisation's accreditation is each time renewed.

4. **PAYMENT OF ROYALTIES**

Subject to the provisions of clause 3.3 hereof, SAMPRA 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 to copyright holders of sound recordings by virtue of the Usage of sound recordings incorporating performances of musical works by performers who are entitled thereto in terms of Section 9A(2) of the Copyright Act of 1978, and only in respect of performances incorporated in recordings of which SAMPRA shall have been notified by the Applicant.

5. **PRIVACY STATEMENT**

As part of SAMPRA's mandate to collect royalties on the Applicant's behalf, SAMPRA will collect and hold the Applicants', its directors', nominated contact persons' and artists' Personal Information. SAMPRA 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. For further information on how we collect and process Personal Information, please refer to the Privacy Notice for Members on our website.

6. **AUTHORISATION TO SHARE PERSONAL INFORMATION**

SAMPRA will request Personal Information of artists and other third parties in order

to fulfil its mandate. When submitting any Personal Information to SAMPRA, Applicants must ensure that they have obtained authorisation to share such Personal Information as required in terms of the provisions of the Protection of Personal Information Act, 2013. The Applicant hereby warrants that the Applicant is authorised or, where required by Legislation, has the express and informed consent of its artists and other third parties, to provide SAMPRA with any such Personal Information, and indemnifies SAMPRA against any liability to its artists, or any other third party, as a result of a lack of such required authorisation. Where an Applicant's artists are children, the Applicant hereby warrants that consent has been obtained from the child's legal guardian.

7. **WARRANTY**

The Applicant hereby warrants that, at the date of this exclusive mandate, the Applicant is the owner of the exclusive right, or exclusive licensee of the exclusive right, 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, and has full power to grant the exclusive mandate to SAMPRA.

8. **INDEMNITY**

The Applicant hereby undertakes to keep SAMPRA harmless and indemnified against all judgments, liability, damages, penalties, losses and expense (including legal fees) which SAMPRA 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, so long as the Applicant shall remain a member of SAMPRA, to do, execute and make all such acts, deeds, powers of attorney, assignments and assurances for better enabling SAMPRA to enforce the exclusive mandate or any part thereof, as SAMPRA may from time to time reasonably require.

10. **TERM**

The Applicant's membership of SAMPRA and exclusive mandate to SAMPRA will

last indefinitely, unless terminated in writing to the other party on 1 (one) calendar year's notice.

**Company Representative's Full Name(s) & Surname**

**Signature**

**Date**

**Place**

**COPYRIGHT OWNER'S DETAILS**

<b>HOW LONG HAS YOUR COMPANY:</b>  a) BEEN IN OPERATION b) PRODUCING SOUND RECORDINGS	
<b>HAVE YOU LICENSED SOUND RECORDINGS TO OTHER RECORD COMPANIES? IF YES, PLEASE LIST THE RECORD COMPANIES: (OR ATTACH A LIST)</b>	
<b>WHICH ORGANISATION DOES YOUR:</b> a) MANUFACTURING / PRESSING b) DISTRIBUTION	

<b>PLEASE ATTACH A LIST OF YOUR SIGNED MAJOR ARTISTS</b>	

<b>LIST OF LABELS: (OR ATTACH A LIST)</b>	

**FOR OFFICE USE ONLY:**



DATE RECEIVED:	
DOCUMENTATION CHECKED:	
DATE CAPTURED:	
MEMBER NUMBER:	