



## Notice to DACCS' rightsholders for compliance with Regulation 4(i) of the *Collective Management of Copyright (EU Directive) Regulations 2016*

This notice is given to each rightsholder within the remit of DACCS' rights management services on 10 October 2016 for the purposes of regulation 4(i) of The Collective Management of Copyright (EU Directive) Regulations 2016.

Rightsholders have the right to authorise a collective management organisation (CMO) of their choice to manage the rights, categories of rights, types of work and other subject matter of their choice for the territory of their choice, regardless of the rightsholder or CMOs nationality, residence or place of business.

Rightsholders have granted mandates to DACCS through one or more of the following Membership agreements as follows:

- Payback Membership
- Artist's Resale Right Membership
- Copyright Licensing Membership with option to become a Voting Member

### Rights Managed

DACCS is authorised to manage primary and/or further exploitation of the rights listed below in rightsholders works through three key services **Copyright Licensing, Payback** and **Artist's Resale Right**:

- Copyright, in accordance with Copyright Designs and Patents Act 1988 (the "CDPA")
- Artist's Resale Right, in accordance with the Artist's Resale Right Regulations 2006 as amended ("ARRR")

### Categories of Rights Managed

DACCS exercises rights in rightsholders' works in the following categories:

- The right to copy the work (s.17 CDPA)
- The right to issue copies of the work to the public (s.18 CDPA)
- The right to rent or lend the work to the public (s.18A CDPA)
- The right to perform, show or play the work in public (s.19 CDPA)
- The right to communicate the work to the public (s.20 CDPA)
- Remuneration from licenses granted to educational establishments for use of broadcasts (s.35 CDPA)
- Remuneration from licenses granted to educational establishments for reprographic copying (s.36 CDPA)
- The cable retransmission right (s.144A CDPA)
- The artist's resale right (reg. 3 ARRR)

### Types of Works

DACCS only manages the rights in artistic work pursuant to s.4 CDPA. At present DACCS does not manage any other subject matter.



DACS manages the rights and categories of rights listed for rightsholders irrespective of nationality, residence or establishment of an applicant, where it falls within the scope of DACS' activity unless there are objectively justified reasons to refuse management of rights.

### **Territory**

DACS manages rights of rightsholders on a worldwide basis. It does so directly in the UK and through its sister societies internationally.

### **Non-Commercial Licences**

DACS does not apply any conditions onto the right of rightsholders to grant licences for non-commercial uses of their works and rightsholders are free to manage non-commercial uses themselves where they see fit.

### **Membership of DACS**

The terms and condition of membership of DACS is contained in each of the Membership agreements for Copyright Licensing, Payback and Artist's Resale Right, and are also available in DACS' Code of Conduct. The terms and conditions of each Membership agreement apply to all rightsholders equally who fulfil the criteria for that specific Membership. The criteria for Voting Membership is set out in DACS' Articles of Association.

### **Termination and Withdrawal from DACS Membership**

Rightsholders have the right to terminate their membership with DACS in accordance with the termination provided in the Membership agreements. These provisions are also included in DACS' Code of Conduct. As such, all represented rightsholders have been given notice of the terms upon which they can terminate membership with DACS.

On termination and withdrawal from DACS membership, rightsholders reserve their rights in relation to DACS' policy on deductions, distributions, information provided to rightsholders, information on request, payment to rightsholders and use of the complaints procedure, in accordance with regulation 4(e) of the Collective Management of Copyright (EU Directive) Regulations 2016.

DACS does not impose any conditions onto rightsholders to entrust another CMO to manage their rights in order to enjoy the rights granted on termination and withdrawal from DACS Membership.