



DACS
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Welcome to DACCS Your Agreements

**Established by artists for artists,
DACCS is a not-for-profit visual artists'
rights management organisation.**

Design and Artists Copyright Society is a Company Limited by Guarantee. Reg office as above. Reg England No. 1780482.

Welcome to DACS: Your Membership Agreements

Personal Information

Your contact details

1. Visual artist's details

First name	Surname
Other name(s) by which you are known	Date of Birth
Name of gallery or agent	Website

2. Contact details

Address		
	Postcode	Country
Telephone	Mobile	Email
<input type="checkbox"/> I would like to join DACS' mailing list to receive news, information and events	Is this your home, work/studio address, please tick one:	<input type="checkbox"/> Home <input type="checkbox"/> Work/Studio

3. In the unlikely event that we are unable to contact you is there a family member, friend or other person that you wish us to contact? If so, please provide their details below.

Name	Relationship to you	
Address		
	Postcode	Country
Telephone	Mobile	Email

Your Payment Information

We will pay any royalties due to you by bank transfer into the bank account you provide below, unless you indicate otherwise. Every time we pay you we will send you a royalty statement.

4. Bank details

UK bank accounts only

Account payee name	Bank name	
Bank address		
Sort code	Account number	Building Society Roll no.

Welcome to DACS: Your Membership Agreements Personal Information

International bank accounts only

Account payee name

Bank name

Bank address

Account number/ IBAN

BIC/SWIFT

Additional information. For example if you bank in the USA you need to supply an ABA/ routing number

5. Are you resident in the UK for tax purposes?

YES
(go to question 6)

NO
(complete the details below)

If No, please state your country of residence.

Country

Read below to find out what to do next.

We need you to tell us which country you live in. This is because we are required to withhold tax from your royalty payment if you are a resident of a country outside of the UK. This is at the UK standard rate - currently 20%.

You can check to see if your country of residence has a treaty with the UK which allows us to deduct tax at a lower rate than 20%. Please refer to the UK tax authority - HMRC - for further information. Visit: www.hmrc.gov.uk/cnr/withholding-tax.pdf.

You can apply for tax relief on royalty payments we make to you by doing the following:

1. Complete the relevant HMRC form which can be found here: <https://www.gov.uk/tax-uk-income-live-abroad/taxed-twice> and send it to the tax authority in the country where you reside. The tax authority will then stamp and verify it and either send it onto HMRC on your behalf or they will send it back to you, for you to then forward onto HMRC directly.
2. Upon receipt HMRC will process the application and, provided it is successful, they will write to you and to DACS notifying us that we can apply the relevant treaty rate to your royalty payments.
3. You will need to renew this form on its expiry so that DACS can continue to apply the correct treaty rate.

If you are not resident in the UK, we also need to know whether or not you intend to apply for tax relief. Please choose one of the options below.

I do not want to apply for tax relief
I would like DACS to deduct tax at the standard rate (currently 20%) from my royalty payment.

I want to apply for tax relief
If you choose this option you must contact HMRC and follow the instructions as outlined above. We will place your payment on hold until we receive notification from HMRC that your application for relief was successful.

Welcome to DACS: Your Membership Agreements

Personal Information

6. Are you registered for VAT?

YES

NO

If Yes, please complete the following Self Billing Agreement with your Supplier name, VAT number and signature.

If No, you do not need to complete the below.

This is a self-billing agreement between the customer: Design and Artists Copyright Society (DACS) VAT no. 397 1521 32

and

Supplier name

VAT number

DACS (the customer) agrees to:

1. Issue self-billed invoices for all supplies made by them to the self-billee (the supplier) until 31 December 2021.
2. Complete self-billed invoices showing the supplier's name, address and VAT registration no. together with all other details which constitute a full VAT invoice.
3. Make a new self-billing agreement in the event that our VAT registration no. changes.
4. Inform the Supplier if the issue of the self-billed invoices will be out sourced to a third party.

You (the supplier) agrees to:

1. Accept invoices raised by the self-biller on their behalf until 31 December 2021.
2. Not raise sales invoices for the transactions covered by this agreement.
3. Notify the Customer immediately if you:
 - change your VAT registered no.
 - cease to be VAT registered
 - sell your business, or part of your business to which this agreement relates

Signed by



On behalf of Design and Artists Copyright Society,
01/11/20

Signed by

On behalf of

Date

Welcome to DACS: Your Membership Agreements

Copyright Licensing Membership Agreement Term Sheet

Parties

DACS

DESIGN AND ARTISTS COPYRIGHT SOCIETY,

a company limited by guarantee having its main place of business at 33 Old Bethnal Green Road, London, E2 6AA, England

Owner

being the owner of the Rights as set out below

DATE

Dated

Introduction

The Owner wishes to appoint DACS to manage the Rights in the Works by becoming a Copyright Licensing Member.

Most Owners may also apply to be Members of DACS under company law. This allows them to attend annual general meetings and have voting rights. The requirement for Membership is that the Owner permits DACS to exercise Copyright Licensing Rights and the Secondary Rights in the Works in all Industry Sectors.

The Owner is eligible and will become a Member of DACS upon full execution of this Agreement.

Main terms

Works

All Works created by the Artist alone, and

All Works created by the Artist with others (to the extent of the Artist's contribution to the Work), such Works currently in existence having been listed by the Owner in Schedule A showing the percentage share of the Work contributed by the Artist.

Restrictions

Existing Restrictions: The Owner shall set out in Schedule A any restrictions or rights in Works that have been assigned or licensed exclusively to another party.

Future Restrictions: During the Term the Owner must notify DACS by email to membership@dacs.org.uk, or as otherwise specified in the Terms and Conditions, of any restriction in the Rights in a Work, and DACS's rights in such Work shall remain in full force and effect until it receives such notice.

Rights

Copyright Licensing Rights and Secondary Rights in the Works

Territory

World

Term

This Agreement shall commence on the date set out above, and shall continue until terminated by either party in accordance with clause 10 of the Terms and Conditions.

Membership of DACS

The Owner satisfies DACS's membership requirements and will become a Member of DACS upon full execution of this Agreement.

The Owner acknowledges that, if admitted as a Member, the Owner's name and address (this can be a studio or 'c/o' address) shall be on DACS's register of members and publicly available as and when required by law.

Welcome to DACS: Your Membership Agreements

Copyright Licensing Membership Term Sheet

Special Stipulations

Owner's Status

The Owner is the sole creator of the Works and owns and controls all Rights in the Works.

Approvals

DACS does not need to seek the Owner's approval when exercising the Rights, save only for:

- any licence of a Work outside of the Standard Uses set out in the Terms and Conditions
- any advertising or merchandising uses of a Work

All requests for approvals shall be sent to the Owner's Email Address or, if an email address is not given, the Owner's address set out at the start of these Deal Terms.

See Clause 3 of the Terms and Conditions for the Approvals process.

Owner's Email

Explanation and interpretation

Capitalised terms shall have the meanings given to them in this Term Sheet or as set out in the Terms and Conditions.

This Agreement is comprised of this Term Sheet, the Membership Agreement Terms and Conditions dated May 2018 and the Distribution Policies, all set out at www.dacs.org.uk.

The full Membership Agreement Terms & Conditions can be found on DACS website at:

https://www.dacs.org.uk/DACSO/media/DACSImages/news_events/2018-DACS-Copyright-Licensing-Terms-and-Conditions_1.pdf

Please tick this box to confirm you have read the full Membership Agreement Terms & Conditions.

By signing this Term Sheet the Owner acknowledges that it has read and understood the Terms and Conditions and the Distribution Policies.

As a Member of DACS, the Owner will also be bound by the Articles, a copy of which can also be found at www.dacs.org.uk.

Personal information provided on this Term Sheet will be used for the purposes of entering into this Agreement and its performance. DACS' Privacy Policy applies to all personal information supplied by you. Please refer to DACS' Privacy Policy at www.dacs.org.uk/about-us/privacy-policy for more information on how DACS may collect and use personal information and who it may be shared with.

Welcome to DACS: Your Membership Agreements

Artimage Membership Agreement Term Sheet

Parties

DACS

DESIGN AND ARTISTS COPYRIGHT SOCIETY,

a company limited by guarantee having its main place of business at 33 Old Bethnal Green Road, London, E2 6AA, England

Artist

being the owner of the Rights as set out below (the "Artist");

DATE

Dated

Introduction

- (A) The Artist is a member of DACS and has appointed DACS as its exclusive licensee and agent for the purposes of administering and managing its rights.
- (B) In addition to the rights already licensed by the Artist to DACS pursuant to the Membership Agreement (as defined) between the Artist and DACS, the Artist has requested that DACS provide image hire services on its behalf.
-

Main terms

Membership Agreement

Means the membership agreement between the Artist and DACS in which the Artist granted DACS by way of exclusive licence throughout the world various rights in certain artistic works of the Artist (as set out in the Membership Agreement and subject to the conditions set out in the Membership Agreement)

Works

The artistic works of the Artist, covered by the Membership Agreement including the Images of those artistic works

Image

A photographic image of an artistic work by the Artist

Restrictions

Existing Restrictions: The Artist shall set out in schedule to this Agreement any restrictions or rights in Images that have been assigned or licensed exclusively to another party.

Future Restrictions: During the Term the Artist must notify DACS by email to membership@dacs.org.uk, or as otherwise specified in the Artimage Agreement Terms and Conditions, of any restriction in the Rights in an Image, and DACS's rights in such Image shall remain in full force and effect until it receives such notice.

Rights

- (a) The right to store digital copies of the Works;
- (b) The right to make copies of the Works;
- (c) The right to make low resolution (i.e. no less than 640 by 480 pixels for resolution at 72 dots per inch for definition) electronic copies of the Works available to Image Hire Clients for the purposes of the Image Hire Client designing a product or service (but doing preparatory acts only and not for the purposes of exploiting a product or service);
- (d) The right to grant Image Hire Clients the right to make hard copies of the Works for the purposes of the Image Hire Client designing a product or service (but doing preparatory acts only and not for the purposes of exploiting a product or service);
- (e) The right to rent and/or lend high resolution electronic copies of the Works to Image Hire Clients provided that the Image Hire Client pays DACS an image hire fee specified by DACS for such rental/lending;
- (f) The right to reproduce, distribute and communicate copies of the Images and any underlying Works in the Images to promote Artimage and Artimage members through various outlets including but not limited to:

Welcome to DACS: Your Membership Agreements Artimage Membership Agreement Term Sheet

1. Facebook
2. Twitter
3. Instagram
4. YouTube
5. any other social media platform upon which DACS or its affiliates wish to communicate Images for the promotional purposes outlined in this paragraph
6. Artimage newsletter
7. Artimage emails
8. Artimage marketing brochure
9. websites hosted by DACS or its affiliates
10. newsletters sent by DACS or its affiliates
11. email updates sent by DACS or its affiliates

unless the Artist specifically reserves the right to be consulted in relation to such proposed use/refuses use etc.

Territory

World

Term

This Agreement shall commence on the date set out above, and shall continue until terminated by either party in accordance with clause 8.1 of the Artimage Agreement Terms and Conditions.

Explanation and interpretation

Capitalised terms shall have the meanings given to them in this Artimage Agreement Term Sheet or as set out in the Artimage Agreement Terms and Conditions.

This Agreement is comprised of this Artimage Agreement Term Sheet and the Artimage Agreement Terms and Conditions dated August 2018. The full Artimage Agreement Terms & Conditions can be found on DACS website at: https://www.dacs.org.uk/DACSO/media/DACSImages/news_events/2018-DACS-Artimage-Terms-and-Conditions.pdf

Please tick this box to confirm you have read the Artimage Agreement Terms & Conditions.

By signing this Artimage Agreement Term Sheet the Artist acknowledges that it has read and understood the Artimage Agreement Terms and Conditions.

Personal information provided on this Artimage Agreement Term Sheet will be used for the purposes of entering into this Agreement and its performance. DACS' Privacy Policy applies to all personal information supplied by you. Please refer to DACS' Privacy Policy at www.dacs.org.uk/about-us/privacy-policy for more information on how DACS may collect and use personal information and who it may be shared with.

Welcome to DACS: Your Membership Agreements

Artist's Resale Right Membership Agreement Term Sheet

Parties

DACS

DESIGN AND ARTISTS COPYRIGHT SOCIETY,

a company limited by guarantee having its main place of business at 33 Old Bethnal Green Road, London, E2 6AA, England

Artist

being the owner of the Rights as set out below

(the "Artist" and "Owner");

Date of birth: _____

Nationality: _____

DATE

Dated

Introduction

The Artist wishes to appoint DACS exclusively to administer and manage the Resale Right and collect Resale Royalties arising from resales of Artistic Works created by the Artist for distribution to the Artist in accordance with DACS' Distribution Policies.

Main terms

Mandate

The Artist hereby authorises DACS exclusively to administer and manage the Resale Right as amended or varied from time to time and any right of a similar nature in any part of the world in respect of Artistic Works created (whether solely or jointly) by the Artist.

Qualifying National

The Artist acknowledges that:

- (a) it is a legal requirement pursuant to regulation 10 of the Regulations that, for sales taking place in the UK, the Artist must be (or have been) a qualifying national to be entitled to receive the Resale Royalties; and
- (b) in order to satisfy the nationality criteria set out at regulation 10 of the Regulations, a valid passport is the only documentation which will provide sufficient evidence of qualifying nationality. For the avoidance of doubt, permanent residency does not satisfy the nationality criteria in the UK.

Collection of Resale Royalties

The Artist agrees that DACS may collect Resale Royalties arising from resales of Artistic Works created by the Artist (whether solely or jointly) and may deduct a fee from any such Resale Royalties collected by DACS at the percentage rate set out in the Distribution Policies prevailing at the relevant time. The Artist further agrees that DACS may authorise its Associated Societies to collect Resale Royalties due to the Artist arising from resales of Artistic Works in the Associated Societies respective territories.

Term

This Agreement shall commence on the date set out above, or, where the Artist has mandated another collecting society to administer or manage the Resale Right, from the termination date of that mandate, whichever is later, and shall remain in full force and effect until terminated pursuant to clause 6.1 or 6.4(b) of the Artist's Resale Right Agreement Terms and Conditions dated August 2018.

Welcome to DACS: Your Membership Agreements Artist's Resale Right Membership Agreement Term Sheet

Explanation and interpretation

Capitalised terms shall have the meanings given to them in this Artist's Resale Right Agreement Term Sheet and the Artist's Resale Right Agreement Terms and Conditions dated August 2018.

This Agreement is comprised of this Artist's Resale Right Agreement Term Sheet and the Artist's Resale Right Agreement Terms and Conditions dated August 2018. The full Artist's Resale Right Agreement Terms & Conditions can be found on DACS website at: https://www.dacs.org.uk/DACSO/media/DACSIImages/news_events/18-10-2-NEW-2018-DACS-ARR-Terms-and-Conditions-Artist.pdf

Please tick this box to confirm you have read the full Artist's Resale Right Agreement Terms & Conditions.

By signing this Artist's Resale Right Agreement Term Sheet, the Artist acknowledges that they have read and understood the Artist's Resale Right Agreement Terms and Conditions dated August 2018.

Personal information provided on this Artist's Resale Right Agreement Term Sheet will be used for the purposes of entering into this Agreement and its performance. DACS' Privacy Policy applies to all personal information supplied by you. Please refer to DACS' Privacy Policy at www.dacs.org.uk/about-us/privacy-policy for more information on how DACS may collect and use personal information and who it may be shared with.

Welcome to DACS: Your Membership Agreements Membership Agreement Term Sheets

Signature boxes

Please ensure you have ticked the boxes above to confirm you have read the full Membership Agreement Terms & Conditions, before signing below.

Membership Agreement Copyright Licensing Agreement	
Signed by owner	
Signature	Print name
Title	Date

Membership Agreement Artimage Agreement: Artists	
Signed by artist	
Signature	Print name
Title	Date

Membership Agreement Artist's Resale Right Agreement: Artists	
Signed by artist	
Signature	Print name
Title	Date

INTERNAL USE ONLY

Membership Agreement Signed for on behalf of DACS in acceptance of each of the Copyright Licensing Agreement, Artimage Agreement and Artist's Resale Right Agreement	
Signature	Print name
Title	Date