

Credit Arbitration

www.writersguild.org.uk

Writers' Guild of Great Britain

CREDIT ARBITRATION

This is a short guide to the process of arbitration. For further information please contact the Guild office.

Introduction

Many films are written. Few ever reach the screen. Whether a writer receives sole credit on a particular film or not may, and probably will, materially affect the future prospects and money s/he earns over the next few years.

Credit Arbitration is one of the most important services offered by the Guild to its members. It gives writers and producers the means by which to resolve a potential credit dispute.

It should, however, always be considered the last resort – an arbitration is an arduous process that can go either way.

Object of Arbitration

The object of arbitration is to be fair. Being fair does not mean distributing as many credits as possible. Being fair means ensuring that each writer's contribution to the shooting script is properly valued and rewarded with the correct credit.

Process

An arbitration may be called under Clause 11 of the Screenwriting Credits Agreement (1974), by any of the writers concerned or from an objection raised by the Guild.

It is available to WGGB members only and the cost (currently £2,000) is borne by the producer.

Each arbitration is conducted independently by three Guild members who have relevant experience in the film industry.

The decision, when reached, is binding on all parties.

Credit Terms

The main credits a writer may receive are:

- (a) Written by ...
- (b) Screenplay by ...

The generally used subsidiary credits s/he may receive are:

- (c) Story by ...
- (d) Screenstory by ...

Written By ...

This is reserved exclusively for when the same writer has written both story and screenplay. To earn a 'WRITTEN BY ...' credit a writer must have created it alone.

Screenplay by ...

Our Credits Agreement states that "Where a writer has made a substantial written contribution to a screenplay s/he shall be entitled to a SCREENPLAY BY credit."

Credit arbitration determines what "substantial" contribution to a screenplay is and who made it.

Story and Screenstory By ...

The difference between STORY BY and SCREENSTORY BY is solely determined by the presence or absence of source material. STORY and SCREENSTORY are the same thing, but where a story has been written for the screen from source material the term SCREENSTORY is used to describe it.

Limitation on the Number of Writers

Clause 5 of the Screen Credits Agreement limits the number of writers who may receive credit. In the case of a main writing credit and a subsidiary writing credit this number may not exceed three, but a "team" of writers is regarded as one writer. By "team" we mean writers who are in the habit of working together.

Precautionary Advice

Before embarking on a new project always

- Be clear as to whether other writers have worked/are working on the project.
- Ensure any signed contract has adequate credit and credit arbitration provisions.
- Ensure the writer's name is on any draft of a script delivered
- Keep copies of all materials (scripts and supporting work) and accurate records of delivery dates (for all parties involved).

Conclusion

Credit arbitration is a safety net when all else fails to resolve a dispute. It is a serious undertaking with the intention of giving the fairest possible credit to the writers involved. It is a binding arbitration process.