

Digital delivery of new plays

Principles for playwrights
and those who work
with them

Developed jointly and endorsed by
WGGB and the Personal Managers'
Association (PMA)

www.writersguild.org.uk

Introduction

We welcome the new initiatives in digital theatre that have emerged over the past year. As well as providing employment for theatre makers and producing theatrical material when live performance was impossible, digital theatre has expanded the audience and stretched the artform. Nonetheless there are dangers that long-fought-for rights – enshrined in WGGB agreements - might be put at risk.

This document seeks to protect those rights, and thus to encourage the contribution of new writing to the imaginative expansion of theatre making.

The principles

1. The commissioning of stage work must never be dependent on the writer licensing the play for live-streaming or recording.
2. Whilst the right to film and/or record rehearsals and performances of a commissioned or non-commissioned play for archive purposes has been traditionally included in commissioning agreements, the following must remain **optional** and must be subject to a **separate agreement**:
 - The right to live-stream the play.
 - The right to host any such recording (other than extracts as per the Electronic Press Kit) on the manager's website (or any third-party site).
 - The right to stream any such recording.
 - The right to license any such recording to a third party.
 - The right to live-stream performances.
 - The right to record specific performances for Video on Demand (VOD), Subscription Video on Demand (SVOD) or Pay Per View (PPV).
3. The writer shall be entitled to an additional fee plus royalties for the digital use of their work, equivalent to existing WGGB terms.
4. Royalty payments to writers and other creatives shall be based on earnings, not profits.
5. The choice of the creative team and the actors (including those engaged for digital delivery) shall remain subject to prior agreement between the manager and the writer.
6. No changes shall be made in the play without the writer's permission.
7. During the capture/digital broadcast and editing period, the manager shall consult creatively with the writer.
8. All rights shall be granted under limited licence only and shall never be subject to buyouts, or "in perpetuity" or "duration of copyright" clauses.

9. Where work is recorded and made available for streaming, it should be for a limited period only.
10. Where work is made available for streaming, both live and recorded, virtual tickets should be issued to a limit agreed with the writer.
11. Work produced for VOD, SVOD or PPV should be geo-locked to the territories covered by the original licence.
12. Licences should be for streaming only, and never for “download to own”.
13. Managers must take all possible steps to prevent the illegal downloading of recordings by individuals (for example, from YouTube sites), including password protection. Where piracy/illegal downloading and distribution is suspected, managers must immediately inform the writer.
14. The granting of any of the above rights does not indicate or include the granting of film or television rights in the original play to the manager or any associated party.
15. Any granting of rights shall be specific to use on those websites stipulated in the contract. The use of any recording for television broadcast purposes must be subject to a separate agreement under the appropriate union agreements.

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