

# Copyright: In 10 easy steps

[www.writersguild.org.uk](http://www.writersguild.org.uk)

## Introduction

At Writers' Guild HQ the vast number of enquiries we receive are about copyright, intellectual property and members who are concerned about protecting their work.

Copyright law is complex and difficult to navigate and writers understandably want to ensure that their creations are secure.

However, while the subject is vast, it can be boiled down to some basic principles and over the six decades that we have been supporting our members we have become experts in knowing exactly what those are.

So, what follows is the top 10 pieces of information that we feel you need to know as a writer, particularly if you are just starting out.

### **1. Intellectual property is a 'right' that covers creative work**

It is a type of property in the same way a house or a car is a type of property. Even though it is not a physical thing it can be bought and sold in the same way. It covers literary works like screenplays or novels but also musical and artistic works.

### **2. The 'right' gives the owner the permission to do anything with that work**

Copyright gives the owner the quite literal 'right to copy' the work. This means the works can be reproduced, distributed, broadcast or screened in public by the owner.

### **3. Intellectual property rights come into effect immediately the work is created and 'fixed' into a copyable medium (ie written down)**

There are no formalities you have to undertake except to ensure the work is in physical form, eg in a Word file on your laptop or written on a piece of paper. It does not need to be registered, eg with a script registration service, although you can do that if you wish.

### **4. Proof is everything and good working practices are essential**

While the concept of ownership is simple, being able to prove the work is yours is often overlooked, and this is where writers run into problems. Establish good working practices – save each day's writing work with the date and your name on it. This way you will be able to show when you created it and how it evolved. Back up your files regularly and never throw anything away.

## 5. What if I'm working with another writer?

If you are *joint authors* it means you both own the work and your contribution cannot be distinguished from each other. If you are *co-authors* it means that you can distinguish who wrote what and each person will own a part of the copyright. You may be friends when you start but if you don't establish a collaboration agreement you could run into problems. A lot of cases that come to WGGB Head Office are down to problems that have arisen where writing relationships have broken down – always get an agreement in place before you start (see a model collaboration agreement at [www.writersguild.org.uk/resources](http://www.writersguild.org.uk/resources)).

## 6. What if a producer or broadcaster 'steals' my work?

If you don't have an agent, become your own agent. Keep a record of where you are sending scripts and manuscripts. On each piece of work include the copyright symbol ©, your name and the year. When you send it by post or email say why you are sending it (eg it is a spec script for consideration, or because you have been commissioned), and state clearly that it is confidential and that you don't want it to be sent to anyone else. If you follow these steps you don't need to be nervous, and if something happens you stand a good chance of being able to prove it.

## 7. What if my idea pops up in another writer's work?

Copyright protects the expression of an idea and not the idea itself. The former is protected by law but the latter is not. So, if you've written a drama about a dragon in a faraway kingdom and then see this broadcast on TV, this is simply an idea, not an expression of an idea and you will not be able to prove someone has stolen your work. However, if you have a paper trail of say 200-odd pages which sketches detail on characters, plot twists and settings and this detail appears elsewhere you may potentially have a case (see point 8 below).

## 8. So what do I do then?

There are three things that need to be in place to take your case further:

- Records of your work and the detail of your work and how it has developed
- You need to be able to prove that the person you are accusing of stealing your work had access to it and could copy it. How could they have had access to your work? Without that access there is no case.
- Substantial evidence that the work has been copied. One line of dialogue from a script would not be enough. There needs to be substantial similarities, eg between narrative progression, scenes etc.

If you are a WGGB member, our team can advise on if a copyright breach has taken place or refer it to one of our specialist lawyers for their view. If there has been a breach we can advise you on how to proceed with making a claim for copyright infringement. This service is free to all Full and Candidate WGGB members.

## 9. A word on option and script agreements

An *option agreement* means you are not selling something at this stage. It simply says you are giving a producer the option to buy your script at a certain price at a certain time in the future, which gives the producer time to see if they can secure a commission and sort out the finances for the show or film. They are often offered to writers for just £1 but this is not enough. WGGB can advise members on more appropriate rates and how to avoid the pitfalls of problematic clauses which might mean you lose out in future.

*Script agreements* can sometimes transfer some or all of your intellectual property rights, so it's always worth getting them checked. If the production comes under one of WGGB's national agreements, all of this will be set in stone, and if not we can advise members, particularly those without agents, and vet contracts via our free contract vetting service.

## 10. Don't leave it until it is too late to join your union!

We have lost count of the number of times we've received frantic calls to our office from writers who are not members but want to get their contracts vetted quickly or need some urgent advice. The rules of our union say that writers need to be members first and as it sometimes takes a little while to complete the joining process and there is up to a two-week wait on getting your contract vetted, we would advise that writers don't wait to join WGGB until they have a problem.

You may never need to use this service, but it is worth thinking about your membership as an insurance policy and one that could save you a lot of money and stress at any time in your future writing career. The thousands of writers who we have helped over the years pay testimony to this.

Of course, by joining a union you are also becoming part of a campaigning collective working for the benefit of all writers, and there are some other great perks too. Find out more and join WGGB via our website: [www.writersguild.org.uk](http://www.writersguild.org.uk)

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