**DATED**

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Option agreement for a Television Series

between

Writer

and

Producer

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This agreement is dated [DATE]

Parties

1. [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] (Writer)
2. [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Producer)

BACKGROUND

1. The Writer is the author of the Work (as defined below).
2. The Writer has agreed to grant to the Producer the exclusive option to acquire Programme rights in the Work on the terms of this agreement.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

* 1. Definitions:

1. Business Day: a day other than a Saturday, Sunday or public holiday in England and Wales, when banks in London are open for business.
2. CDPA: the Copyright, Designs and Patents Act 1988.
3. Derivative Material: any trailers, DVD "extras", documentaries, electronic press kits, making-of, "behind the scenes" or other material based on any Work made under this agreement and any material connected with advertising and promoting those Works.
4. Format: the expression of an original idea for a television programme, series or serial recorded in writing or otherwise and consisting of such elements as its settings, characters and their relationships, its themes and how the narrative might develop.
5. **Format Agreement:** an agreement which, subject to being varied by individual negotiation, defines ownership of the Format and entitlements to the proceeds of the exploitation of such Format. For the avoidance of doubt where the Writer provides the Format and there is no Format Agreement all Format rights are reserved to the Writer
6. **First Option Fee:** shall be the amount of £[AMOUNT]
7. First Option Period: Shall be the period of [PERIOD] from the date of this agreement
8. Literary Publication Rights: the right to publish and distribute printed versions of the Work in book form, whether hardcover or softcover, and in magazine or other periodicals, whether in instalments or otherwise.
9. Option: the option described in clause 2.
10. Option Period: the First Option Period together with, where exercised, the Second Option Period.
11. **Programme:** a television production based on the Work.
12. Purchase Price: the amount identified in clause 3.1.
13. Radio Rights: the right to broadcast audio-only performances or readings from the Work on the radio.
14. Rights: the rights described in clause 4.1.
15. SATO:the Script Agreement for Television and Online between the British Broadcasting Corporation and the Personal Managers Association and the Writers Guild of Great Britain dated 21 March 2017 updated May 2018 and January 2020
16. Second Option Fee: the amount of £[AMOUNT]
17. Second Option Period: the period of [PERIOD] from the expiry of the First Option Period.
18. Series: a television series based on the Work.
19. Stage Rights: the right to present the Work or any version or adaptation of it on the stage of the dramatic theatre with actors appearing in the presence of an audience.
20. VAT: value added tax [or any equivalent tax] chargeable in the UK [or elsewhere].
21. WGGB ITV Agreement: The Agreement between ITV Studios Limited and SMG Productions Limited and ITV Network Limited and the Writers Guild of Great Britain and the Personal Managers Association for Drama Commissioned by ITV Network and other Broadcasters operational 1 January 2010
22. WGGB PACT Agreement: the Agreement for Television Production between the Writers Guild of Great Britain and the Producers Alliance for Cinema and Television effective 1 February 2003
23. WGGB TAC Agreement: the Agreement for Television Production in the Welsh Language between Teledwyr Annibynnol Cymru and the Writers Guild of Great Britain effective 1 August 2017.
24. Work: the original [script / pilot episode / bible / treatment / other ] for a Television Series provisionally entitled " "
    1. Unless the context otherwise requires, words and expressions used in this agreement shall have the same meanings as are assigned to them by the CDPA. Notwithstanding the foregoing, wherever in this agreement the term "Programme" or any similar term is used and the soundtrack is not expressly referred to, the term shall include the soundtrack of that Programme.
    2. Clause headings shall not affect the interpretation of this agreement.
    3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
25. Option
    1. In consideration of First Option Fee paid by the Producer to the Writer, the Writer hereby grants to the Producer the exclusive option (Option) to acquire the Rights exercisable at any time within the First Option Period by notice in writing to the Writer together with payment of the Purchase Price. The First Option Fee shall be on account of the Purchase Price
    2. At any time before the expiry of the First Option Period, the Producer may extend the Option for the Second Option Period by paying the Writer the Second Option Fee together with written notice of exercise of the option to extend. The Second Option Fee shall not be on account of the Purchase Price.
    3. The Producer shall be exclusively entitled during the Option Period to prepare budgets and storyboards and engage in any other form of development activity and make announcements that a series based on the Work is being developed, provided that unless the Producer exercises the Option it may make no commercial use of any such materials without the prior written consent of the Writer.
26. Payment
    1. If the Option is exercised, then as full consideration for the rights hereby granted the Producer hereby agrees to pay to the Writer on exercise of the Option:
       1. £[AMOUNT] (the Purchase Price).
    2. All sums payable under this agreement shall be exclusive of VAT. Any VAT which is payable shall be paid by the Producer within [NUMBER] Business Days of receipt of a valid VAT invoice from the Writer.
27. Grant of Rights
    1. Subject to the Producer exercising the Option and paying the Purchase Price, the Writer with full title guarantee grants to the Producer the exclusive right to make a Programme or Series based on the Work (**the Rights**) to hold absolutely throughout the world during the full period of copyright but subject to the provisions of clause 4.2. The Rights shall be set out in one of the following Agreements which shall be negotiated in good faith and subject to the relevant Writers Guild of Great Britain minimum terms agreement where applicable:

Including:

* + 1. In respect of a Format - A Format Agreement
    2. In respect of commissions for BBC – the SATO
    3. In respect of commissions for ITV – the WGGB / ITV Agreement
    4. In respect of commissions by Members of the Producers Alliance for Programme and Television – the WGGB PACT Agreement
    5. In respect of commissions by Members of Teledwyr Annibynnol Cymru or S4C – the WGGB TAC Agreement
  1. The Writer reserves the Stage Rights and the Radio Rights and Literary Publication Rights in and to the Work. Subject to the exercise of the Option and payment of the Purchase Price to the Writer, the Writer agrees not to exploit or permit the exploitation of the Stage Rights and Non-dramatic Radio Rights for a period of [PERIOD] years from the date of the exercise of the Option or [PERIOD] years from the date of the release of the Programme, whichever is the shorter period.
  2. The Writer grants to the Producer the right to use the name, likeness, photograph and biography of the Writer in connection with the advertising, exploitation and exhibition of the Programme provided that provided that the Writer shall have right of approval of the name, likeness and biography, not to be unreasonably withheld and provided these shall not be used in such manner as to suggest that the Writer endorses any commercial goods or services or facilities publicised thereby.

1. Writer's warranties and undertakings
   1. The Writer hereby represents and warrants to and with the Producer that:
      1. the Writer is the sole author of the Work which is wholly original to the Writer and nothing in it infringes the copyright or any other rights (including any rights of confidentiality and/or privacy) of any third party;
      2. copyright in the Work subsists and the Writer will do all in the Writer's power to maintain the entire copyright in the Work throughout the world for the full period including all permitted renewals, reversions, revivals and extensions;
      3. the Work does not contain any material which:
         1. is defamatory, blasphemous or obscene;
         2. breaches any duty of confidentiality;
         3. infringes any third party's copyright or other rights; or

except to the extent that any such material has been fully identified in written notice to the Producer in advance of signature of this agreement.

* + 1. the Writer is not aware of any legal proceedings or any threat of such proceedings or any claim by any third party concerning the Work;
    2. the Writer will not enter into nor authorise any third party to enter into any agreement, licence, assignment, charge or other document concerning the Work which will or might conflict or interfere with the Rights;
    3. no Programme or radio or television programme based on the Work has been developed, produced or authorised and the Writer has not previously granted, licensed, assigned, charged or in any way dealt with or encumbered the Rights;
    4. the Writer has good title and full right and authority to enter into this agreement and to grant the Rights pursuant to this agreement free from encumbrances throughout the world;
    5. the Writer will comply with all requirements of the Producer insofar as arranging for errors and omissions insurance is concerned;
    6. the Writer is a "qualifying person" within the meaning of section 154 of the CDPA; and
  1. The Writer undertakes to indemnify the Producer against all liabilities, claims, demands, actions, costs, damages and loss arising out of any breach by the Writer of any of the terms of this Agreement. In the event of any claim, dispute, action, writ or summons in connection with clause 6.1, the Writer and Producer agree to provide full details to the other party at the earliest opportunity and shall not settle any such matter without­ first consulting the other party.

1. Producer's representations and warranties
   1. In consideration of the Writer granting to the Producer the Option. The Producer agrees that it shall pay to the Writer the First Option Fee within 14 days of both parties signing this Agreement and if the Second Option Period is exercised, the Producer shall pay the Extended Option Fee within 7 days of the Expiry of the Option Period.
   2. The Producer acknowledges and accepts that the Writer is the original owner of the Work. The Writer shall have the right of first refusal to write any further work, including but not limited to, treatments, further screenplay drafts, bibles or pitch documents on terms not less than set out in relevant the agreement listed above at clause 4.1 (a) – (d).
   3. The Producer agrees that involvement or engagement of any other person to write any drafts, revisions or amendments of the Work shall require the prior written approval of the Writer.
   4. The Producer agrees that it will not assign, transfer or charge any of the rights or obligation under this Agreement to any third party without the prior written­ consent of the Writer such consent not to be unreasonably withheld or delayed.
   5. The Producer undertakes that it shall be responsible for any sums due in respect of the production and the exploitation of the rights in the Programme including any sums due in respect of any third party from the clearance, consent or otherwise of any material which is in the Work which is not owned or controlled by the Writer.
   6. The Producer undertakes to indemnify the Writer against all liabilities, claims, demands, actions, costs, damages and loss arising out of any breach by the Producer of any of the terms of this Agreement. In the event of any claim, dispute, action, writ or summons in connection with clause 6.1, the Writer and Producer agree to provide full details to the other party at the earliest opportunity and shall not settle any such matter without­ first consulting the other party.
2. Accounting
3. Reversion of Rights

If principal photography of the Series has not commenced within [NUMBER] years from the date of the exercise of the Option the Writer shall have the right to reacquire all rights acquired by the Producer in the Work. On receipt of the Writer’s written notice of reversion the Producer shall grant the Rights to the Writer within 14 days. The Writer agrees to pay to the Producer an amount equivalent to the amount received by the Writer as the Purchase Price no later than the first day of principal photography of a Programme based on the Work.

1. Variation
   1. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
2. Exercise of Rights

The Producer shall not be obliged to make any use of the Work or any part of it or having made the Programme or any other adaptation based on the Work shall not be obliged to exploit it and the Producer shall not, subject to the rights of the Writer in clause 8, be liable to the Writer in any manner whatsoever for any damage whatsoever suffered by the Writer in consequence of non-exploitation.

1. Waiver
   1. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of the right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
2. Severance
   1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
   2. If any provision or part-provision of this agreement is deemed deleted under clause 14.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
3. Payment

The Writer hereby authorises the Producer to send all monies due to the Writer as follows which shall be a good and full and sufficient discharge for the monies so paid.

Account Name:

Bank:

Account Number:

Sort Code Number:

**OR**

The Writer hereby authorises and requests the Producer to pay all monies due to the Writer under this agreement to the Writer's duly authorised agent [NAME OF AGENT] of [ADDRESS OF AGENT] whose receipt shall be valid and binding on the Writer.]

1. Entire agreement
   1. This agreement constitutes the entire agreement between the Producer and the Writer with reference to the terms and conditions of the Option and the assignment of the Work and the Rights and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
2. Third parties

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

1. Notices
   1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
      1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
      2. sent by email to the address specified below

Writers Email: [EMAIL]

Producers Email: [EMAIL]

* 1. Any notice shall be deemed to have been received:
     1. if delivered by hand, on signature of a delivery receipt;
     2. if sent by pre-paid first-class post or next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
     3. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours mean 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt, provided that no undelivered or undeliverable notification is received by the sending party in respect of the email (for the avoidance of doubt this does not include automated reply or “out of office” messages)
  2. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

1. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

1. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

|  |  |  |
| --- | --- | --- |
| Signed by [NAME OF WRITER] |  | ………………. |
|  |  |  |
| for and on behalf of [NAME OF PRODUCER] |  | ………………. |